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The Solicitors' Journal

[Established 1857.] [Registered as a Newspaper.]

VOL. LXXX. No. 10 [Pages 173 to 192]. **Saturday, March 7, 1936.** Published Weekly. Price One Shilling.

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WILLIAM J. BOARD,
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24th February, 1936.

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The Solicitors' Journal

VOL. LXXX. **Saturday, March 7, 1936.** No. 10

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Current Topics.

The Bishop's Homage.

PERIODICALLY we are vividly reminded of the truth, upon which BISHOP STUBBS was never tired of insisting, that the roots of the present in our national and constitutional history lie deep in the past. In the Court Circular last week it would be noticed that the King had received the new Bishop of Derby, who was introduced into His Majesty's presence by Sir JOHN SIMON, as Secretary of State for the Home Department, "and did homage upon his appointment," and thereafter Sir JOHN administered the oath. This ritual carries us back to the old days, first, of the conflict between HENRY I and ANSELM, on the question of investitures, a conflict which ended in the compromise by which the ring and crosier, as denoting spiritual jurisdiction, were to be conferred by the Pope, while fealty and homage, being civil duties, were to be rendered to the King; and secondly, to the reign of HENRY VIII when, on the breach with Rome, was enacted the Statute 25 Henry VIII, by which every person thereafter elected as Archbishop or Bishop suing for his temporalities out of the King's hands, should make corporal oath to the King's highness "and to none other," and only on so doing should he be "thrononised." The homage is performed by the Bishop "kneeling down and putting his hands between the hands of the King, sitting in his chair of state," and by taking the solemn oath to be true and faithful to His Majesty and that he holds his temporalities of Him. Such was the ritual prescribed by the Statute of Henry VIII, and such in substance it remains to this day. But not only in connection with the investing a new bishop with the temporalities of his see are quaint forms observed, they are seen likewise in his appointment, which is with the Crown, although in form is with the Dean and Chapter, by the issue of that curiously illogical document named a *congè d'élire* which, on some one in Dr. JOHNSON'S presence explaining as having "not the force of a command but was to be considered only as a strong recommendation," JOHNSON wittily remarked that it was "such a recommendation as if I should throw you out of a two-pair of stairs window and recommend you to fall soft." It may be remembered that in 1848, when Dr. HAMPDEN was appointed Bishop of Hereford, the Dean resisted and intimated to LORD JOHN RUSSELL his intention to decline to give his formal vote, LORD JOHN acknowledged this message in the following laconic note: "Sir, I have had the honour to receive your letter of the 22nd inst., in which you intimate to me your intention of violating the law." Except use and wont, there is, however, little to be urged in favour of the roundabout method followed in an appointment to the episcopal bench.

Tithe: Report of the Royal Commission.

THE report of the Royal Commission, which was appointed on 27th August, 1934, "to inquire into and report upon the whole question of tithe rent-charge in England and Wales and its incidence, with special reference to stabilised value, statutory remission, powers of recovery, and method and terms of redemption," was issued last Thursday week. It is neither possible, nor would it be desirable, to treat the various recommendations of the Commission in any detail here. Readers desiring such information must be referred to the Report itself (H.M. Stationery Office, price 2s. net). All that can be done is to indicate the general drift of the recommendations which point to the desirability of sweeping changes in the present position. The Commissioners who sign the main report—Sir JOHN FISCHER WILLIAMS (Chairman), Sir EDWARD PEACOCK, and Sir JOHN E. LLOYD—concur in the views expressed by a large majority of the witnesses that the present system is unsatisfactory and ought to be abolished. "We find," the report states, "that in the process of time the system has become, without fault on either side, inappropriate to contemporary conditions, and a cause of regrettable and avoidable irritation. We believe that the complete abolition of the system is the only satisfactory method of dealing with its inherent and ineradicable difficulties, and is a measure urgently needed in the interests not only of all persons directly concerned, whether tithe-payers or tithe-owners, but also of the country as a whole. To this end compulsory purchase by the Government of all tithe rent-charge, lay and ecclesiastical, is advocated—the owners being compensated by the issue of a new Government stock with interest at 3 per cent.—combined with a reduction of the gross annual value of all tithe rent-charge from £105 per £100 (par value), the present stabilised figure under the Tithe Act, 1925, to £91 11s. 2d. The net annual value of all tithe rent-charge thus obtained should be capitalised on a 3 per cent. basis, the resulting figure, approximately £69,905,427, representing the amount of stock to be issued by way of compensation to the tithe owners. The recommendations provide for the extinguishment of the tithe-payer's liabilities by equal annuities spread over a period of forty years. The Government plan, as is explained below, differs. The Commission suggests that the collection of redemption annuities should be in the hands of the Inland

Revenue Authorities, and that the annuities should be paid by the same person who is the taxpayer liable for the payment of Schedule A income tax on the land. The second part of the report contains a reservation by Sir EDWARD PEACOCK to the effect that the period of redemption annuities should be fifty years, while in the third part Sir LEONARD COATES takes a wider view than the signatories of the majority report of the terms of reference, and puts forward an alternative redemption scheme in light of this interpretation. It is stated the LORD CORNWALLIS, who died on 26th September, 1935, shortly before the Commissioners signed the report, signified his concurrence in the draft report adopted by the majority.

The Government Plan.

A Command Paper was issued at the same time as the report explaining the policy which the Government proposes to pursue in the matter. The plan extends to a number of matters consequential upon the adoption of the interim recommendation—such as the loss in rates in respect of tithe rent-charge, the relief to the Exchequer of the existing contributions in respect of rates in certain ecclesiastical tithe rent-charge, the cost of collection and administration—which the Commission considered itself precluded from entering into by its terms of reference. The Government statement intimates, so far as the Exchequer is concerned, at once a readiness to forgo any gain which might have accrued to the State under the Royal Commission's proposals and an objection to any scheme which would impose any new charge upon the general taxpayer. This consideration has been kept in mind in the formulation of proposals which amplify the recommendations of the Commission by providing for what are described as the equitable claims of the local authorities and certain classes of tithe-owners. It is proposed, therefore, that the loss in rates shall be balanced by a series of annual payments by the Exchequer to local authorities affected, starting with the actual rate income derived from the source in question in 1935 and diminishing year by year according to an agreed formula until the present value of the sum of the whole series is equivalent to the present value of an annuity of £600,000 for sixty years. In order to mitigate the hardship which would be suffered by the poorer clergy as a result of putting the Commission's scheme in operation, it is proposed that an annuity of £72,266 for sixty years, capitalised as a lump sum payment of £2,000,000, be provided, in addition to the amount of capital stock allocated to Queen Anne's Bounty, to be used at the discretion of the Church authorities. An extension of the redemption period from the forty years proposed by the Commission to sixty years is advocated, as is also the extension of the relief now granted where tithe rent-charge exceeds two-thirds of the Sched. B income-tax valuation to any cases in which the redemption annuity exceeds one-third of that valuation—the excess being so rendered irrecoverable. It is further recommended that the existing liability of the Exchequer for a portion of the rates payable on ecclesiastical tithe rent-charge (which has averaged approximately £550,000 per annum) should be continued in the form of an annual sum of equivalent amount, while sums representing the saving of the present cost of administration by the Ministry of Agriculture and Fisheries of the Tithe Acts and the net additional income-tax which will be payable by tithe-payers and certain classes of tithe-owners in consequence of the new system, shall be added to the Exchequer contribution in order to balance the estimated expenditure under the scheme. It is pointed out that, provided the estimates upon which the Exchequer contribution of £685,000 is based are realised, the effect of the whole scheme is that no additional charge will fall on the Exchequer, and that, subject to the necessary statutory authority, the whole of the financial arrangements contemplated, including the cost of administration and of any capital advances that may be required, will be carried outside the Budget.

A Warning.

THE Command Papers indicate that the Government has, in view of the liabilities which it is offering to take over under the scheme, a contingent interest in the assets to be surrendered on the day appointed by the statute which will be necessary in order to bring the scheme into effect, and that it cannot view with indifference arrangements which may be made for the voluntary liquidation of those assets in the interval before statutory effect is given to the scheme. The right is, therefore, reserved to propose to Parliament that any future statutory provision for the voluntary redemption by tithe-payers of the annuities payable under the new scheme shall apply retrospectively to any redemptions effected between the present and the appointed day. This point should, of course, be carefully noted by practitioners.

Reports of Judicial Proceedings.

FOLLOWING upon the recommendation of the Departmental Committee on the law and practice relating to coroners that the powers of the Press should be restricted in reporting the proceedings at inquests on suicides comes the suggestion that restrictions should be imposed in other cases, although by a different method. The Home Secretary was recently asked in the House of Commons whether he would consider introducing legislation to amend the present procedure in the courts so as to provide that all evidence of a shocking or offensive character in cases of alleged murder or other serious felonies should be taken *in camera*. In reply, Sir JOHN SIMON intimated that he did not consider that it would be in the public interest to amend the law in the sense suggested. He continued: "If the hon. member has in mind the control of newspaper reports, I doubt if legislative restrictions could properly go beyond the provisions on the subject in the Judicial Proceedings (Regulation of Reports) Act, 1926." Apart from its special provisions relating to judicial proceedings for dissolution of marriage, nullity of marriage, judicial separation and restitution of conjugal rights, the Act prohibits the publication in relation to judicial proceedings of "any indecent matter or indecent medical, surgical or physiological details being matter or details the publication of which would be calculated to injure public morals" (*ibid.*, s. 1 (1) (*a*)). The restrictive provisions of the Act do not apply *inter alia* "to the printing or publication of any matter in any separate volume or part of any *bonâ fide* series of law reports which does not form part of any other publication and consists solely of reports of proceedings in courts of law, or in any publications of a technical character *bonâ fide* intended for circulation among members of the legal or medical professions" (*ibid.*, sub-s. (4)). If the means of curtailing publication suggested in the question above referred to were adopted, it would appear that this saving which is of obvious legal and, indeed, public importance, would be eliminated, and this seems to us to be a valid objection to the proposal quite apart from any view which might be taken on the larger question as to the desirability or otherwise of restricting the publication of matter of the character in view.

Main Road Police Patrols.

IT will be generally agreed that road safety is largely bound up with a proper observance of the law, whatever view may be taken of its inadequacy or, possibly, its undue stringency in certain directions. This involves proper and efficient detection of offences which, in turn, presupposes the existence of a police force of sufficient strength to deal with them as well as effectively to carry out their other duties. The average motorist is not infrequently confronted with instances of flagrant bad driving, which merit at least a police warning, if not more. Major-General Sir LLEWELYN ATCHERLEY's plea in his recently issued annual report on the county and borough police forces (H.M. Stationery Office, price 6d. net) for greater specialised mobile protection on the

principal main roads will, we think, be generally endorsed. The whole field of police protection has, he states, now extended far beyond the point originally contemplated when local establishments were made and on which the authorised numbers were based. The point has now been reached when it has become necessary to provide specialised mobile protection in greater numbers on the principal main roads, with the best possible wireless communication. There is, he continues, ample evidence of the risks and dangers of the roads in the statistics of accidents, traffic offences, etc., and the police records will show the extraordinary high proportion of police man-hours dissipated in dealing with traffic occurrences in police inquiries on traffic matters and in the courts. The question whether there was, or was not, a margin of strength available to meet anything but the routine duties of everyday work seemed, it is intimated, at one time not very important, ways and means being found to meet requirements on odd occasions when difficulties arose. Recently, however, the writer of the report has been forced to the conclusion that in certain branches of the police organisation some modifications must be made to relieve the situation. Some closer form of mechanised road patrol is advocated to relieve what are called single country beats in the county police organisation, certainly in the summer season. Moreover, recent inspections in the South Eastern district, around London especially, have confirmed his opinion that the ordinary patrol duty of the constable on single constable beats has become far too limited on account of the claims of work on main roads.

A Motor Licence Concession.

It is announced that in view of the fact that Whit-Monday this year falls on 1st June, the Minister of Transport has decided to make an Order enabling owners of motor vehicles to take out part-quarterly and part-yearly licences from 29th May, instead of from 1st June. The duty chargeable will be that prescribed for the period of 1st-30th June, or 1st June to 31st December, as the case may be, with additional duty of 15s. or 7s. 6d., according to whether the annual rate of duty is £30 or more, or less than £30. The Order will not apply to motor-bicycles or tricycles.

Recent Decisions.

In *Newnham and Another* v. *Rochester and Chatham Joint Hospital Board* (*The Times*, 25th February), the plaintiff was awarded £500 damages and costs on behalf of his infant son, who, in the absence of the nurse, sustained personal injuries as a result of falling out of a hospital window and dropping about 17 feet on to the ground below. The child, aged seven, was received as a patient suffering from scarlet fever, and it was claimed that the defendants, their servants or agents, were negligent in leaving him unattended near the open window.

The sequel to the decision of the House of Lords in *Matthews* v. *Amalgamated Anthracite Collieries, Ltd.* (79 Sol. J. 795), which dismissed an appeal from and affirmed an order of the Court of Appeal remitting the case to the county court judge to determine on a *quantum meruit* basis the payment due to a collier in respect of coal gotten was indicated in a paragraph in *The Times* of 26th February. Judge Frank Davis held that the collier was not entitled to recover on this basis more than he had been paid, observing that no one could reasonably contend that it would be fair and reasonable to pay him a price for dirt equal to the price for coal. At the original hearing the learned county court judge intimated that if, contrary to his view, the case had to be determined on a *quantum meruit* basis, he would have awarded the same amount as he did on the footing that the whole of the coal won should be paid for at the through price (an agreement fixing payment for getting large and small coal on the basis of large coal only being held invalid under s. 12 of the Coal Mines Regulation Act, 1887). The House of Lords intimated that it could not be said that the county court judge had the evidence before him which he was entitled to expect in order to enable him to form a fair estimate of what was due on a *quantum meruit* basis and remitted the case accordingly.

In *Ambard* v. *Attorney-General for Trinidad and Tobago* (*The Times*, 3rd March), the Judicial Committee of the Privy Council allowed an appeal from a conviction for contempt of court by the Supreme Court of Trinidad and Tobago and a fine of £25 with the alternative of one month's imprisonment. The appellant was editor-manager and part proprietor of a publication in which appeared a leading article commenting on sentences passed on two men convicted at the Port of Spain Sessions and containing, it was alleged, statements tending to bring the authority of the law into disrepute and disrespect.

In *F. W. Woolworth and Co. Ltd.* v. *Lambert* (p. 186 of this issue), where the plaintiffs desired to pull down the back and part of a side wall of certain demised premises in order to connect them up with other premises of which they were lessees from another landlord, it was held in reference to s. 19 (2) of the Landlord and Tenant Act, 1927, that the proposed alteration was not of the nature of an improvement, and, even if it were, it could not be said that consent had been unreasonably withheld when the lessors had merely asked for such a sum as they had been advised by their surveyors, who had given evidence, to demand as compensation for damage to or diminution in the value of the premises.

In the Estate of Long, M.A., deceased (*The Times*, 3rd March), was the case of a will in regard to which doubts were expressed whether or not the dispositive part was written prior to the signature and attestation clause. Probate was granted, the court being satisfied that the whole document was written before the signature and that the dispositive part might fairly be read as preceding and leading up to the part containing the signatures and in no sense as a mere schedule thereto. Section 1 of the Wills Act Amendment Act, 1852, which was the relevant statutory provision, modified to some extent s. 9 of the Wills Act, 1837, which requires the signature to be at the foot of the document.

In the Estate of A. E. Nunn, deceased (*The Times*, 3rd March), was another will case in which probate was granted. A piece of the will had been bodily cut out and the severed portions stitched together with white cotton. In applying for probate it was submitted that the legal presumption was that the missing words were cut out by the testatrix with the intention of revoking them and that they were revoked by virtue of s. 20 of the Wills Act, 1837.

In *McCann* v. *Scottish Co-operative Laundry Association Ltd.* (p. 184 of this issue) the House of Lords reversed a decision of the First Division of the Court of Session, Scotland, and held that one partially incapacitated in the course of her employment was entitled to compensation in respect thereof while suffering from appendicitis which, not of course in any way due to the accident leading to the incapacity, prevented her from performing the light work offered to her by her employers at her former wage.

In *Beer* v. *W. H. Clench* (1930) *Ltd.* (*The Times*, 5th March), it was held by a Divisional Court that the record which the respondents were required to keep, or cause to be kept, under s. 16 (1) of the Road and Rail Traffic Act, 1933, and the Goods Vehicles (Keeping of Records) Regulations, 1934, and entries made therein by one of their drivers, were available as evidence on an information preferred against them relating to an alleged offence under s. 19 (1) and (4) of the Road Traffic Act, 1930, by the employment of the said person to drive a motor vehicle, constructed to carry goods other than the effects of passengers, for continuous periods, amounting in the aggregate to 13½ hours, or 2½ hours in excess of the period permitted within twenty-four hours beginning two hours after midnight.

Land Registration: Leases.

[CONTRIBUTED.]

THE subject of registration of leases still causes much uncertainty. What leases can, what leases must, be registered? Few would care to answer without first making a lengthy study of the text-books and the Land Registration Act, 1925 (which is called "the Act" in this article). Some would not be certain, even after such a study.

The trouble arose, in the first place, from many practising lawyers taking too simple a view of the problem. Some, indeed, would not admit that there was a problem at all. For a long time the idea persisted that where registered land was concerned (1) leases of twenty-one years or less could not be registered; (2) leases of over twenty-one but less than forty years could be, (3) leases of forty years and over must be, registered. An easy solution, but fallacious. Gradually it came to be realised that the true answer to the question "What leases can, what leases must, be registered?" was far from being easy; that, in fact, it was one of the most difficult questions in the whole sphere of land registration.

Two sections of the Act dealing with this question have at times been wrongly interpreted—s. 48 and s. 123. Both of these should be studied carefully. Section 48 deals with registration of notice of a lease of registered land, where the term granted is not an "overriding interest." The entry of such notice does not confer validity on the lease itself—see s. 52 of the Act and "Brickdale's Land Registration Act, 1925," 3rd ed. (1927), note (f) on p. 215. Section 123 deals with a particular case, i.e., where registration of title has been made compulsory by an Order in Council, but the freehold has not yet been registered. It should not be extended beyond its proper scope.

The correct version of the situation, on the grant of a lease, appears to be, roughly, as follows:—

A. In the case of registered land, i.e., where the freehold title has been registered, either voluntarily or compulsorily—

(i) If the lease is "for any term or interest not exceeding twenty-one years, granted at a rent without taking a fine," it is an "overriding interest"—s. 70 (1) (*k*) of the Act. Sub-section (3) of s. 70 allows entry of notice of overriding interests on the register.

(ii) If the lease is for more than twenty-one years, the leasehold title must be registered, and notice of the lease should be registered against the freehold. But registration of such notice will not by itself be sufficient.

B. In the case of unregistered land in compulsory areas, i.e., where an Order in Council has been made introducing compulsory registration, but the freehold title has not yet been registered—

(i) If the lease is for forty years or more (not, be it noted, "for more than forty years") from the "date of the delivery of the grant" (s. 123 (1) of the Act), the title to such lease must be registered.

(ii) If the lease is for more than twenty-one but less than forty years from such date, apparently the title to it may be registered.

The consequences of non-registration may be serious. See s. 19 of the Act, and for definitions, see s. 18 (5) and s. 21 (5). Some may, therefore, desire to pursue the matter further. The problem is dealt with in two articles in Vol. 72 of THE SOLICITORS' JOURNAL (1928) on p. 96 and p. 181, respectively. These two articles, reputed to have been written by a great authority, give the details on which most of the foregoing conclusions are based. There is also an article on p. 17 of *The Conveyancer* for August, 1935. The various problems involved are constantly referred to by Mr. Potter in his "Registered Land Conveyancing" (1934). See especially pp. 248, 249 of that book. Mr. Potter, in dealing with the registration of a notice of a lease under s. 48 of the Act, suggests that failure to register such notice might conceivably lead to the extinguishment of the lease itself. It is an alarming suggestion, but it is hard to find any serious flaw in it.

Another serious problem is raised on p. 19 of *The Conveyancer* for August, 1935. "A, the unregistered proprietor of freehold land in a compulsory area, grants a lease for thirty-five years to B. A few months later the freehold is registered. If B gets to know of the registration, what, if any, steps should he take?" Presumably, in the case supposed, B has so far taken no steps in regard to registration.

The wise man will always be ready to ask for expert assistance in any question dealing with the registration of leases. He can doubtless rely on the sympathetic assistance of the officials of the Land Registry, whenever he desires it. But the situation can only be cleared up by legislation. But to suggest what form the amending legislation should take is not easy. The present law has to be extracted from a number of different sections of the Act, and much of it is only reached by the process of implication. Thus, to discover the law in regard to quite a simple case, e.g., a lease for thirty-nine years of land where the freehold is registered, it is necessary to consult ss. 8, 18 (1), 18 (5), 19 (1), 19 (2). As regards registration of notice of the lease, it would be necessary to study s. 48 and s. 52. (We will not mention the sections—one in particular—which do *not* apply in such a case!)

Whatever form the amending legislation takes, it should supply a clear answer to the question, "What leases must, what leases can, be registered?" It should also make clear the exact scope of s. 123 of the Act, which at present is sadly misunderstood. But doubtless there are many other practical difficulties which need to be put right by the amending legislation.

Public Order in London.

II.

IN a previous article we considered the provisions of the Metropolitan Police Act, 1839, in relation to the playing of games in places of public resort. In this article we propose to review certain other sections of the Act, whose apparent effects are somewhat startling.

Section 54 creates numerous offences. It opens with the following words which must be read with each several sub-section:—

"And be it enacted that every person shall be liable to a penalty of not more than forty shillings who, within the limits of the Metropolitan Police District, shall in any thoroughfare or public place commit any of the following offences that is to say:—"

The section then enumerates various classes of offenders. No. 4 is as follows:—

"Every person who shall roll or carry any cask, tub, hoop, wheel, or any ladder, plank, pole, showboard or placard upon any footway, except for the purpose of loading or unloading any cart or carriage, or of crossing the footway."

How many workmen know that they may not carry a plank along a pavement? How many children know that if they are to bowl a hoop they must step down into the road? Or that they may not bowl a hoop on the paths in the parks, as presumably parks are "public places" within the section? Everyone knows the men with grievances who stand outside the Law Courts and Houses of Parliament; do they realise that when they go home after their day's work they may not carry their placards along the pavement?

No. 7 again is remarkable. It provides that:—

"Every person who shall lead or ride a horse or other animal, or draw or drive any cart or carriage, sledge, truck, or barrow upon any footway or curbstone, or fasten any horse or other animal so that it can stand across or upon any footway,"

is to be guilty of an offence.

The intention, of course, is to prevent vehicles or horses, donkeys, mules or similar draught-animals, with or without carts, from getting on to the pavement. But the enactment seems to go a good deal further than that. The words "draw or drive" must presumably include pushing, as pushing is the principal means of driving a hand-vehicle. "Carriage" would perhaps include the "baby-carriage" or perambulator. If so, it is an offence to wheel one's children on the pavement; they must be put to take their risk among the motor-cars. Possibly a bicycle is within one or other of the enumerated descriptions of vehicle; if so, it is an offence to push it along a pavement. A child's scooter might easily be held to be a "truck"; the child must ride it in the roadway. Again, a dog is presumably an "other animal," within the expression "a horse or other animal," unless we are to construe "other animal" *ejusdem generis* with horse. If so, it is an offence, exactly within the words of the section, to lead one's dog upon the footway.

No. 14 was the ground of a recent prosecution; it makes into criminals: "Every person except the guards or postmen belonging to Her Majesty's Post Office in the performance of their duty, who shall blow any horn or use any other noisy instrument for the purpose of calling people together, or of announcing any show or entertainment, or for the purpose of hawking, selling, distributing or collecting any article whatsoever, or of obtaining money or alms."

It is to be observed that this section does not make it an offence in general to use any noisy instrument; an order of the Minister of Transport was required to place even a partial restriction on motor horns. The section merely deals with persons using noisy instruments for specified purposes, but there are plenty of them. A man was convicted lately for using a loudspeaker for the purpose of advertisement, and the conviction was upheld on appeal. All bands of unemployed persons would seem to be guilty of "using noisy instruments . . . for the purpose of . . . obtaining . . . alms." So is a solitary performer. A muffin-man is guilty of using a "noisy instrument" (his bell) "for the purpose of . . . selling" (or distributing) muffins. Presumably a bell is a noisy instrument; the court has been known to grant an injunction to restrain the ringing of church bells, which suggests that they are noisy. How this section would apply to church bells is not quite clear; they are perhaps not rung for the purpose of "announcing any show or entertainment," but they certainly are rung for the purpose of "calling people together." But probably the section does not apply, as the actual bells are not rung in a "thoroughfare or public place," though the noise certainly reaches there.

The National Government recently sent round cinema vans. These vans were fitted with loudspeakers, which we know from the case above referred to are "noisy instruments." The loudspeakers acted among other things to call people together, and to announce a "show," namely, the propaganda film. Apparently the persons responsible were guilty of an offence under this section.

Nor are the police themselves immune. A police-whistle is used to raise the hue and cry; to call people together to join in the chase. Surely that is also an offence. Similarly, there were the police loudspeakers at the Jubilee. They were widely used to control the crowds. The present writer saw and heard them (among other things) marshalling, i.e., "calling together," pedestrians at one side of a crossing so that they should all cross at the same time when the traffic was stopped. *Quis custodet ipsos custodes?* The police ought to set an example and not infringe their own ancient Act.

We might easily multiply instances, but these will suffice. No doubt other sections of the Act can be made to yield equally grotesque results. But the point that we are concerned to press is this; it is undesirable that laws should remain theoretically in force when in practice they are almost invariably ignored. Such a state of affairs opens wide the gates to the victimising of individuals (whether in fact anyone passes through or not), and, what is more important, brings the law as a whole into contempt. The rule as to playing games for money, expounded in *Ankers* v. *Bartlett* [1935] W.N. 197; 79 SOL. J. 988, is broken every day, as was explained in the previous article. So are all those laid down by the sections to which we have just referred. The Metropolitan Police Act was undoubtedly useful when it was passed. It made so many of the regulations which one takes for granted, that one is astounded to think that Londoners got on without them until 1839. It was a humane Act; it prohibited the use of carts drawn by dogs. It was a sanitary Act, and restricted the keeping of pigs and emptying of sewage. Incidentally it also made it an offence (s. 60 (2)), to "shake any carpet rug or mat (except doormats before 8 a.m.)" in the street. Its provisions for regulating public morals and policing the Thames are doubtless salutary. But the Act ought not therefore to be regarded as sacrosanct. Is it not time that the Home Office added to its labours an investigation into the working of the Act, with a view to its amendment where it is out of harmony with present-day practice?

Company Law and Practice.

Liability for Wrongful Acts of Co-Directors.

IF a breach of trust or misfeasance has been committed for which liability attaches to the directors responsible, the question may arise whether those of the directors who were not active and willing participants in the wrongful acts share that liability. A director who has no knowledge of and who does not participate in the wrongful act will not, as a rule, incur liability. In *Land Credit Company of Ireland* v. *Lord Fermoy*, 5 Ch. App. 763, the company's business included the making of loans; the directors acting in pursuance of authority conferred by the articles appointed a committee to which their functions with regard to proposals for loans were delegated. The committee would report to the directors who decided on the matters so reported. The committee had decided to buy shares of the company in the names of A and B and in order to pay for these shares they drew cheques. These cheques were reported to the directors as loans to A and B, and as such they were approved by the directors. It was held that one of the directors who had no knowledge of the true nature of the transaction or of the purpose to which the money was to be applied was not liable to repay the money irregularly advanced.

Moreover, where a director can establish that he did not know of or participate in the act of misfeasance, liability does not accrue merely because his lack of knowledge was due to his failure to attend board meetings. It was sought to establish liability on this ground in *Re Montrotier Asphalte Company (Perry's Case)*, 34 L.T. 716; but Bacon, V.-C., said this: "He became a director and he is liable for all that he did as a director, but he was not bound to attend every meeting of directors. It is not part of the duty of a director to take part in every transaction which is conducted at a board meeting. His business or his pleasure may call him elsewhere, and it would be a most unheard of thing to say that if anything wrong was done at a board meeting, he being named among the directors but not present, he is liable for what is done in his absence." And for other cases where failure to attend board meetings has been held not of itself to impose responsibility for the irregular acts of co-directors, see *Re Denham and Co.*, 25 Ch. D. 752, and *Re Cardiff Savings Bank (Marquis of Bute's Case)* [1892] 2 Ch. 100.

Again, the fact that a director is present at the board meeting at which the minutes of the resolutions relating to the wrongful act are read and confirmed, will not render him liable

if he is otherwise innocent and has taken no part in the wrongful act. In *In re Lands Allotment Company* [1894] 1 Ch. 616, the directors passed a resolution to invest money of the company in the shares of another company—an improper investment. One director of the company was not present at this meeting, but he was present at the subsequent meeting, at which the minutes of the previous meeting were read and confirmed. Because of his presence at this subsequent meeting it was sought to make him liable in respect of the improper investment; it was quite clear that he had nothing to do with the transaction originally. Lindley, L.J. (at p. 635), said this: "... The case against him is simply that he was party to the confirmation, and it is put in this way—that he thereby adopted or ratified it, and that he, at all events, might have taken legal proceedings to set aside the transaction. Now, I am not aware of any authority which goes the length of saying that a director who is not a party to any misapplication of a company's funds is liable for not taking legal proceedings to upset the transaction after the thing is done, and I do not think it would be in accordance with the principles applicable to these cases if we were now first to make a precedent of that kind. I am satisfied . . . that he knew nothing at all about the matter, and when . . . he found out what was done, it was too late to stop it, the matter was over and past praying for, so far as he was concerned." The director accordingly was held not liable.

So, too, in *Lucas* v. *Fitzgerald*, 20 T.L.R. 16, where at one board meeting the directors had improperly resolved to pay an interim dividend out of capital, a director absent from that meeting, but who was present at the subsequent meeting when the minutes of the earlier meeting were read and confirmed, was held to be free from liability. See, too, *Burton* v. *Bevan* [1908] 2 Ch. 240.

We come now to cases where directors who were not (if I may so call them) the principal delinquents have nevertheless incurred liability by reason of their knowledge of or participation in the irregularities. In *Joint Stock Discount Company* v. *Brown*, 8 Eq. 381, the directors of the company resolved to purchase shares in another company, and in pursuance of this arrangement took these shares amongst some of themselves on behalf of the company and paid out of the company's funds by means of three cheques the sum of £30,000. The investment was an unauthorised one, and it was held that the payment of the £30,000 was a breach of trust, which the directors were jointly and severally liable to make good to the company.

One of the directors, whom we will call A, was present at the meeting at which it was resolved that application should be made for the shares in the other company; he was also present at another meeting when the minutes of the earlier meeting were confirmed. He was absent from London when the first of the cheques was drawn, and upon his return he wrote letters to his co-directors protesting against the scheme. He attended several subsequent meetings, but took no further steps in relation to the scheme. He was not an allottee of any of the shares in the other company, nor did he sign any of the cheques. James, V.-C., held that he was equally liable with the other directors: he must be taken to have known of the illegality of the scheme to which he had assented, and he knew that the money to carry out the scheme could be taken out of the coffers of the company by the signatures of two directors. It was urged on his behalf that after lodging his protest there was nothing else he could do; but James, V.-C., pointed out that he might easily have stopped the transaction by calling a meeting of directors to reconsider the matter or by circularising the shareholders, and that if he could have done it in no other way it was his duty as a director, knowing what was going on, not to have remained quiescent but to have come to the court and stopped the scheme.

In the same case another director, B, was no party to the original resolution, but he signed one of the cheques in part payment of the £30,000. He was held thereby to have incurred the same liability as the other directors. It was argued on his behalf that his signing of the cheque was a mere ministerial act. James, V.-C., said this: "A company for its own protection against the misapplication of its funds requires that cheques should be signed by certain persons. Of course it is quite clear that no company of this kind could be carried on if every director were obliged to sign every cheque, and it is therefore required that the cheques should be signed by a certain number of persons for the safety of the company. That implies, of course, that every one of these persons takes care to inform himself, or if he does not take care to inform himself, is willing to take the risk of not doing so, of the purpose for which and the authority under which the cheque is signed." In this connection it should be remembered that the signing of cheques by directors may in particular circumstances be a ministerial act only, for the carrying out of which directors would not, in the absence of anything to put them on inquiry, be liable: see per Romer, J., in *In re City Equitable Fire Insurance Company Limited* [1925] Ch. 407, at pp. 451-453.

Ramskill v. *Edwards*, 31 Ch. D. 100, is another illustration of liability accruing as a result of subsequent participation in the wrongful act. There the director had protested strongly against the resolution to make an unauthorised loan, but the resolution was passed by a majority. The director subsequently signed a cheque in pursuance of the resolution; and it was said on his behalf that it would have been of no use for him to refuse to sign, since someone else would have signed. He was, however, held liable; if he thought the loan improper he was not justified in signing the cheque, and thus giving effect to the resolution, and the result of his signing was that he must be held to have adopted the resolution and to have agreed to give effect to it.

These cases show, amongst other things, that the fact that he has protested against a transaction which is improper will not be of much avail to a director who has subsequently participated in it; and in an Irish case, *Jackson* v. *The Munster Bank, Ltd.*, 15 L.R. Ir. 356, a director who was no party to the resolutions, took no part in the irregular transactions, but became aware of them before it was too late to stop them, was not justified in confining himself to protests but was liable for the loss resulting from his remaining passive and not taking proper steps, and, if necessary, legal proceedings, to prevent the misfeasance.

In *Joint Stock Discount Company* v. *Brown* and *Ramskill* v. *Edwards*, *supra*, we have seen illustrations of liability attaching to a director who took no part in resolutions authorising irregular transactions by reason of his subsequent active participation in carrying those resolutions into effect. In the converse case, however, of a director concurring in a resolution authorising an irregular act but taking no part in carrying out the transaction, it appears that he will escape liability. In *Cullerne* v. *The London and Suburban General Permanent Building Society*, 25 Q.B.D. 485, the directors passed a resolution authorising advances which were *ultra vires*. One of the directors, A, concurred in this resolution. An advance was accordingly made and the society thereby incurred a loss. A was no party to making this advance; and it was held that he was not liable. Lindley, L.J., in delivering the judgment of the Court of Appeal, said: "It probably is true that if no such resolution had been passed no such advances as they authorised would have been made; but the real cause of the loss sustained by the society is the improper advance; the resolution was not the *causa causans* of the loss, but only a *causa sine qua non*. If the resolution alone had been passed nothing would have happened; it would have had no result. A new wrongful act by independent persons was the real cause of the loss. The resolution, therefore, was not the real cause, not the *causa causans*. It must be borne in mind that the resolutions in question were not orders

given to subordinate officers for them to carry out; the resolutions merely expressed the views of the directors as to their own powers under the society's rules, and their views of what should be done as regards advances. The resolutions no doubt introduced the practice of making advances without proper security; but no one was bound to act in any particular case in conformity with them, and every director ought to have known that the resolutions were *ultra vires*. They were bad on the face of them . . . The plaintiff ought not to have passed the resolutions, and his co-directors ought not to have acted on them. I am not aware of any authority which goes the length of deciding that under these circumstances the plaintiff is liable for what they have done. They were not his servants or agents; their authority was as great as his; their knowledge the same as his; and even assuming that he misled them upon a point of law, this does not make him liable to the society for the loss of money which they advanced and not he." And a similar decision was given in *Young* v. *The Naval Military and Civil Service Co-operative Society of South Africa, Ltd.* [1905] 1 K.B. 687, where the directors had passed an *ultra vires* resolution authorising the payment of travelling expenses to directors. A had concurred in the resolution, but was held liable for the sums paid to his co-directors for travelling expenses only to the extent to which he had signed cheques for that purpose. But these cases do not, I think, infringe the general rule that knowledge and sanction of or active participation in the act of misfeasance will impose liability upon a director who is, so to speak, only an accessory to the misfeasance.

A Conveyancer's Diary.

Undivided Shares again.

It is a long time since I wrote about undivided shares, and it might be thought that everything that could be said on the subject had been said, and every conceivable case arising out of the transitional provisions of the L.P.A. dealt with. Cases do sometimes arise, however, and I propose to ask the reader to consider one which has been brought to my notice which happened in actual practice, but raises questions which are of general interest.

I was not personally concerned in the case in question, but was told about it, and I do not know how the problem involved was eventually solved.

Immediately before the commencement of the L.P.A., 1925, a block of houses was vested in A, B and C in undivided shares.

After the commencement of the Act, A, B and C sold the houses to numerous purchasers, purporting to sell as trustees holding upon the statutory trusts.

It has now transpired that C held his undivided share as a trustee for sale and not beneficially.

A prospective purchaser or mortgagee of one of the houses raises the point that A, B and C were not trustees holding upon the statutory trusts, but that upon the commencement of the L.P.A., 1925, the whole property vested in the Public Trustee.

No doubt A, B and C acted upon the assumption that they were trustees upon the statutory trusts by virtue of cl. (2) of para. 1 of Pt. IV of the 1st Sched. to the L.P.A., 1925. The clause reads:—

> "If the entirety of the land (not being settled land) is vested absolutely and beneficially in not more than four persons of full age entitled thereto in undivided shares, but subject or not to incumbrances affecting the entirety, it shall, by virtue of this Act, vest in them as joint tenants upon the statutory trusts."

It is obvious that cl. (2) does not apply, since A, B and C were not entitled "absolutely and beneficially." C was a trustee for sale and not beneficially entitled.

There is no other provision in Pt. IV which vested the property in A, B and C and therefore cl. (4) of para. 1 applied, and the entirety of the land vested in the Public Trustee.

Then there are the provisions of cl. (4) of para. 1, which enact what is to happen when the property vests in the Public Trustee, and we are concerned, for the moment, only in proviso (iii) of that clause:—

> "Subject as aforesaid any persons interested in more than an undivided half of the land or the income thereof may appoint any trustees in the place of the Public Trustee with the consent of any incumbrancers of undivided shares (but so that a purchaser shall not be concerned to see whether any such consent has been given) and thereupon the land shall by virtue of this Act vest in the persons so appointed (free as aforesaid) upon the statutory trusts."

Of course, A, B and C could have appointed trustees in the place of the Public Trustee and, it may be, could have appointed themselves (although that is a point of controversy) but they did not do so, and the conveyances by them to the various purchasers would seem to have been ineffectual to pass the legal estate.

The question is, what can now be done?

One suggestion is that each of the purchasers may, being interested in more than a half of the land which he has purchased (i.e., interested in equity), appoint new trustees in the place of the Public Trustee of that land.

That might, at first sight, seem to be a simple way out of the difficulty. But the trustees so appointed would be trustees for sale, and how they could execute a confirmatory conveyance (which, I suppose, would be intended) without receiving the purchase price, I do not know. However that may be, it seems to me that "the land" referred to in proviso (iii) to para. 4 (1), means the whole land and not a part only. I cannot read it otherwise.

Another suggestion is that it may be possible to get hold of A, B and C and ask them to appoint some trustees now in the place of the Public Trustee, and arrange for such trustees to convey to the different purchasers by the direction of A, B and C, who received the purchase money and were entitled to give a receipt for it.

Perhaps that might do, but I doubt it. In the first place, I think that the "persons interested in more than one half" must be persons so interested at the date of the appointment, not at the date of the commencement of the Act. I know that a contrary opinion has been expressed, but I think that I am right. If that be so, A, B and C would not be in a position to appoint trustees, as they have ceased to have any beneficial interest in the land.

Then it might be that all the persons who had become owners in equity of the houses could join to appoint trustees. There would be obvious difficulties in the way of that, especially as some of the purchasers might have mortgaged their houses.

Again, a possible solution of the difficulty might be to get the owners of or persons interested in more than one-half of the houses to appoint trustees for each house, and it has, I understand, been suggested that this might be done under s. 37 (1) (*b*) of the T.A., 1925, but I doubt very much whether that applies to such a case as this.

On the whole, it seems to me that A, B and C, by a misunderstanding, have led all the parties concerned into a quandary, but how all those purchases came to be completed without the point being raised remains a conveyancing mystery.

An application to the court appears to be the only thing to be done. The purchasers might, however, apply to be registered with an absolute title at the Land Registry, and probably would succeed in getting registered. At least, that would be worth trying.

Acknowledgment for production of Probate by Executor of Mortgagee.

I have been asked to express an opinion as to whether the executor of a mortgagee, when giving a receipt under s. 115 (1) of the L.P.A., 1925, upon payment off of the mortgage is bound to give an acknowledgment for the production of the probate of the mortgagee's will.

I should have thought that no reasonable person would have objected to give such an acknowledgment. But as so many people are utterly unreasonable, that does not help much.

I think that the principle of the decision in *Miller and Pickersgill's Contract* [1931] 1 Ch. 511, applies.

In that case it was held that the purchaser from a personal representative could require an acknowledgment for production of the probate or letters of administration.

Clauson, J., pointed out that, by reason of the provisions requiring endorsements to be made on the probate or letters of administration of any assent or conveyance, the document which we call the probate (although really only a copy) has become a link in the chain of title and one of the muniments necessary to establish the title of a subsequent owner.

It seems to me that that equally applies when the personal representative of a mortgagee is given a statutory receipt in discharge of a mortgage. The probate is a document which is necessary to show his title to give the receipt, and a mortgagor paying off the mortgage ought to have an acknowledgment for the production of it.

Landlord and Tenant Notebook.

Peppercorn Rents.

I do not know who first thought of the peppercorn as a convenient device for giving or insisting upon the minimum consideration for a tenancy. As a matter of fact, even the peppercorn is unnecessary, for, as has been pointed out, the implied covenants would afford sufficient consideration for a tenancy, without rent at all. And some months ago the humble peppercorn threatened to acquire an enhanced value, which may have caused apprehension in the breasts of some leaseholders. However, that scare has passed, and the peppercorn rent can still be looked upon as a rent "having no money value," so that holders of leases granted for terms of not less than 2,000 years, "to be held without any rent, or with merely a peppercorn rent or other rent having no money value, incident to the reversion" are entitled, when 300 years have run, to convert their interests into fees simple by virtue of what is now L.P.A., 1925, s. 153.

Two vendor and purchaser cases of the 'eighties, show how this provision is to be interpreted. In *Re Smith and Stott* (1883), 29 Ch. D. 1009, n., the defendant refused to complete on the ground that the property sold was leasehold, being the subject-matter of a lease, granted in 1607 for a term of 1,000 years, under which a rent of 3s. a year was reserved, which term, he contended, could not be enlarged into a fee simple under the statute (Conveyancing Act, 1881, s. 65). Fry, J., upheld this contention.

The above case was relied upon by the purchaser in *Re Chapman and Hobbs* (1885), 29 Ch. D. 1007, in which part of the property, as had been disclosed, was the parcels of a lease granted for a term of 500 years commencing in 1646, at a rent which was to be 20s. a year, payable at Michaelmas, for the first three years, and thereafter one silver penny a year, payable on the same feast-day, "but only if lawfully demanded." A good deal of argument and evidence were put forward in this case, the plaintiff calling two surveyors to swear that the rent had no value as no purchaser could be found for it, the defendant asking where the line was to be drawn. Pearson, J., applied the principle, so often applied in the case of covenants, of looking at the matter from the standpoint of the state of affairs existing at the commencement of the lease. ". . . By the use of the words 'if legally demanded,' the framer of the lease has shown that he considered the rent of a silver penny to be of no money value . . . it might be demanded only for the purpose of keeping alive evidence of a tenancy if such evidence should be required." This seems to me to be sufficient to decide the case, and I take it that it was merely *obiter* that the learned judge said, later in his judgment, "the fact that the silver penny has since disappeared from the current coinage of the realm does not diminish the force of this consideration," for it is common knowledge, on the one hand, that when sufficient time elapses after coins have been withdrawn from circulation, their value increases; on the other hand, mention was made of Maundy money which is still minted annually, and specimens of which are saleable at more than their face value.

Nowadays when the peppercorn is introduced into a lease, it is usually a building or a forestry lease granted by a limited owner under S.L.A., s. 44 or s. 48. Section 44 (2) says: "a peppercorn rent or a nominal or other rent less than the rent ultimately payable may be made payable for the first five years or any less part of the term"; s. 48 (2) says the same thing, except that the maximum period is extended to ten years, the growth of trees being even slower than that of buildings. Section 45, which deals with powers to grant mining leases, has a similar provision, but speaks of "a fixed or minimum rent"; the omission of the peppercorn at first strikes one as curious, but a plausible reason was suggested by counsel and adopted by Collins, M.R., in *Re Aldam's Settled Estates* [1902] 2 Ch. 46, C.A.: the "rent" payable under a mining lease is, virtually, a payment of a price of goods by instalments rather than a reservation from land demised.

It must be borne in mind that though it be "rent," a receipt for a peppercorn does not satisfy the statutory conditions of sale now contained in L.P.A., 1925, s. 45. It was held in *Re Moody and Yates' Contract* (1885), 30 Ch. D. 344, C.A., that building tenants could not make title by producing such a receipt but must produce a certificate that the house had been completed to the ground landlords' satisfaction, free of expense. The decision does not rest entirely on the proposition that a peppercorn cannot be "paid."

Our County Court Letter.

THE RIGHTS AND LIABILITIES OF DOG-OWNERS.

The above subject has been considered in three recent cases. In *Pit-Keathly* v. *Marriatt* at Bristol County Court, the claim was for £25 as the value of a Sealyham puppy and £2 19s. for veterinary and nursing fees. The plaintiff's case was that the puppy (Norma) was the sister of an international European champion, and had been entrusted to the care of the defendant at her boarding kennels on the 14th October, 1934. At the end of November, the plaintiff removed the puppy, as it was suffering from advanced distemper and meningitis, which had not been diagnosed, and for which no veterinary treatment had been obtained. The defence was that the puppy was healthy until the 21st November, when it had an attack of hysteria, and was put into a quiet room. For thirty-six hours the puppy was mad, but it showed no signs of distemper, and the plaintiff was warned that she would remove it at her own risk. Expert evidence was given by the puppy's former owner (a championship judge approved by the Kennel Club) that she had bought the puppy for £5 on the 11th September, 1934, and had given it an anti-distemper vaccine injection. The puppy was resold to the plaintiff, on the 14th October, for £5. His Honour Judge Parsons, K.C., held that the puppy died from meningitis, which was a brain disease supervening on distemper. The puppy also had distemper at the

defendant's kennels, and the failure to consult a veterinary surgeon caused or contributed to the puppy's death. Judgment was given for the plaintiff for £15 and costs.

In *Bolter* v. *Mead*, at Stow-on-the-Wold County Court, the claim was for £50 as damages for negligence in shooting a pedigree greyhound. In August, 1935, both parties were in the field of a mutual friend, by invitation, for shooting rabbits during the cutting of the corn. The plaintiff loosed his greyhound from its leash, on seeing a rabbit bolt from the uncut corn, and shortly afterwards a shot was heard. It transpired that the defendant had shot the greyhound, in mistake for a hare. The defendant's case was that he had had over sixty years' experience of shooting, and he had fired from 40 yards, on seeing the corn move. He contended that there was contributory negligence by the plaintiff, in loosing the greyhound in such circumstances. His Honour Judge Kennedy, K.C., held that the defendant had been grossly negligent in the risk he had taken. He knew why the greyhound was in the field, and there was no negligence by the plaintiff in loosing the dog. Judgment was given for the plaintiff for £15 and costs.

In *Kyrke* v. *Holland*, at Chard County Court, the claim was for £18. 18s. for the keeping and training of two golden retrievers from 29th June to 31st August, 1934, at £1 1s. each per week. The counter-claim was for £30 as damages for breach of warranty and loss of profit on the sales of the dogs, and £30 in respect of loss of reputation in the defendant's business of a breeder. The plaintiff's case was that he had trained the dogs for nine weeks, and they were steady to shot and steady to fur. On returning them to the defendant, he explained how they should be kept in practice, otherwise they might become stale. No dissatisfaction was expressed until four months afterwards, and in the meantime the defendant had advertised the dogs as "beautifully trained gun dogs." The defence was that, although the dogs behaved well with dummies, they were no good for field work, either with birds or fur. One chased rabbits and, being hard mouthed, it bit the birds. The other was nervous with the gun, would not return to the lead, and was only good as a pet, not as a sports dog. His Honour Judge Wethered held that there was no breach of warranty, as no trainer could guarantee success. The implied terms of the contract were that the plaintiff possessed skill and competence, and would exercise a reasonable amount of professional skill and care. The minimum period for training two years' old dogs was twelve weeks, and—on the removal (after nine weeks) of the defendant's dogs—she was told how to complete the training. The failure of the dogs was due to their inefficient training after leaving the premises of the plaintiff. Judgment was given in his favour on the claim and counter-claim, with costs.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

MOSQUITO BITES NOT AN ACCIDENT.

In *Woods* v. *Bird*, at Hull County Court, the applicant's case was that she had been a cook-general between the 21st June and the 6th July, 1935. During that period she was frequently bitten by mosquitoes, which entered her bedroom at night. The subsequent illness, of nine weeks, was due to an injury by accident, whereby she was entitled to an award of £1 a week. The defence was that the city had been abnormally infested by mosquitoes during the last summer, and the Beverley High Road district (where the respondent lived) was the worst area. His Honour Judge Sir Reginald Mitchell Banks, K.C., in a reserved judgment, observed that the danger of bites was not peculiar to the employment or to the house, but was general and widespread—without being universal. The applicant was no more exposed to danger than anybody else within an area of many square miles, and containing many thousands of persons of all conditions, Her mere presence in that area, in the course of her work. did not constitute a special degree of exposure to danger in any way connected, however remotely, with her employment. Judgment was therefore given for the respondent, with costs.

EYE INJURY AND INCAPACITY.

In *James* v. *Abdon Lea Stone Quarry Co. Ltd.*, at Bridgnorth County Court, the applicant had lost the sight of one eye, owing to a chip of stone entering it on the 30th May, 1935. Compensation at £1 0s. 11d. a week was paid until the 14th October, when the applicant returned to work as a labourer at 10½d. an hour. From the 26th October he was unemployed, and signed on at the Employment Exchange, but he was offered reinstatement on the 26th November. The applicant was unable to accept owing to a septic hand, caused through placing it on a hedge when dazzled by the lights of a car. The medical evidence on each side was that the applicant was capable of doing such work as could be done by a one-eyed man. The respondents denied further liability, as the applicant could do labouring work. His Honour Judge Samuel, K.C., observed that compensation was not payable after the 26th November, as something had then supervened which disabled the applicant from doing any work. In view of the medical evidence, there was no proof that the applicant had lost a wage-earning capacity of the agreed average weekly wage of £1 13s. 8d. a week. A declaration of liability was made, but no order as to compensation, and the respondents were awarded costs on Scale B. It was stated that work would be available for the applicant when he could do it.

Practice Notes.

PROBATE, DIVORCE AND ADMIRALTY DIVISION.

(We are indebted to the Chief Registrar for copies of two Practice Notes published below.)

Judgment Summonses.

No Judgment Summons will be issued against a party with respect to whom either an order for Commitment has been made within the twelve months preceding the application for the Summons, or an order for payment by instalments has been made, unless it is shown that the order already made has been satisfied. The application for a further Judgment Summons in either such case must be accompanied, if made by a solicitor, by a certificate, and if made by a party in person, by an affidavit, showing whether and in what manner the said order has been satisfied.

H. F. O. Norbury.
Senior Registrar.

28th February, 1936.

Order for Costs against a Married Woman.

When a married woman is condemned in costs, unless it has also been ordered, under s. 2 of the Married Women's Property Act, 1893, that payment be made out of property which is subject to a restraint on anticipation the order will contain the following limitation: "such costs not to be "payable out of any property of the said . . . to the enjoyment "of which there is attached any enforceable restriction against "anticipation." If liberty to apply for payment to be made out of such property is granted, the following words will be added: "with liberty to apply for an order that payment "be made out of such property."

H. F. O. Norbury,
Senior Registrar.

28th February, 1936.

Mr. Ernest Hawley, solicitor, of Stoke-on-Trent, left £68,649, with net personalty £53,343.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Infant's Claim in Tort.

Q. 3280. We have been consulted by a client who has recently attained the age of twenty-one years. He has asked us whether he has any chance of recovering damages for negligence against the medical practitioner who attended his mother at the time of his birth. Owing to an alleged omission or neglect on the part of the medical man, our client's right eye was injured and subsequently removed. All the parties are still living, and as it seems to us that our client, being a minor until the present time, his right of action survived, we should like to have your opinion as to the possibilities of a successful claim being made. If it could be established that the doctor caused the injury to our client's eye at his mother's confinement, do you think the facts would speak for themselves, or will it be necessary to establish negligence by other medical authority? Any references to cases would be appreciated.

A. The period of limitation did not begin to run until infancy ceased, under the Limitation Act, 1623, s. 7. The cause of action still exists, unless the injury was caused while the client was *en ventre sa mère*. See *Walker* v. *Great Northern Railway of Ireland* (1890-1), 28 L.R. Ir. 69. It is unlikely that the injury was caused before birth, but the facts would not speak for themselves, and it would be necessary to establish negligence by other medical authority. Unless admissions were made at the time, or accusations were made which were not denied, it will be difficult to establish negligence. Any evidence of conversations at the time are open to the adverse comment that memories become dim, after twenty-one years, and the alleged conversations are what the parties have imagined in the meantime. There are therefore no technical legal difficulties, but the chances of success, on the facts, are remote.

Position of Mortgagee where Part of Property Decontrolled.

Q. 3281. A is the mortgagee under a mortgage made nearly thirty years ago of a group of six houses, of which four are protected by the Rent and Mortgage Interest Restrictions Act of 1920, and of which two were decontrolled under the provisions of the Rent and Mortgage Interest Restrictions Act, 1923. She wishes now to call in the mortgage. It is objected that, since four of the houses are still protected by the principal Acts, the mortgagee is not entitled to enforce her security (and the principal Acts continue to apply to the mortgage) until all the houses are decontrolled. The mortgagee bases her claim on s. 12 (5) of the principal Act, which provides that "where a mortgage comprises one or more dwelling-houses to which this Act applies and other land, and the rateable value of such dwelling-houses is more than one-tenth of the rateable value of the whole of the land comprised in the mortgage, the mortgagee may apportion the principal money . . ." by serving the required notice. The rateable value of the two decontrolled houses is obviously more than one-tenth of the rateable value of the whole of the land comprised in the mortgage, the houses all being of similar value. The mortgagee therefore claims a right to exercise her power of sale over these two houses, or alternatively to apportion the mortgage under the provision above mentioned. Section 9 of the Act of 1933 makes provision for a "breathing space" of six months for mortgagors where the houses become decontrolled by that Act, thus making it clear that when houses are decontrolled the protection of the mortgagor also ceases. The text-books do not, however, seem to deal with the position of mortgagees where part of their security is decontrolled under the 1923 Act.

A. As two of the six houses included in the mortgage have ceased to be within the provisions of the Rent Restrictions Acts, and the rateable value of the decontrolled houses is more than one-tenth of the rateable value of the whole of the land comprised in the mortgage, the case appears to come within s. 12 (5) of the Act of 1920, and the mortgagee appears to be in a position to give notice apportioning the principal money. Until such notice is given, it appears to be clear that the mortgagee's power of sale cannot be exercised.

Costs of Tenancy Agreement.

Q. 3282. We shall be glad to know whether there is any custom by which a tenant is liable to pay a landlord's solicitor's costs of preparing a tenancy agreement as distinct from a lease for a term of years. The preliminary note in vol. VIII of the second edition of the "Encyclopædia of Forms and Precedents," p. 22, para. 5, refers apparently to leases, and there is a custom in this county that a lessee pays half the lessor's solicitor's costs of a lease.

A. There is no such custom. The opinion of the Council of The Law Society, dated 19th January, 1898, is as follows: "Notwithstanding the decision in *In re Negus* [1895] 1 Ch. 73, there is not any locally binding custom for the tenant to pay the landlord's costs of an agreement for tenancy, as there is in the case of a lease, though it is not unusual for the tenant to pay the costs." It was held at Westminster County Court, in *Elton* v. *Simpson* (1904, reported in The Law Society's *Gazette*, vol. I, p. 193), that there was no custom for the costs of a tenancy agreement to be paid by the tenant, in whose favour judgment was accordingly given. A similar decision was given in *Leach* v. *Bevan*, reported in the same volume at p. 192.

Liability for Industrial Disease.

Q. 3283. A is employed in a saw-mill, and for some time was engaged in sawing slates, with the result that he contracted silicosis. It does not appear, however, that his employment is one falling within any of the compensation schemes under the Silicosis and Asbestosis (Medical Arrangements) Scheme, 1931. Under the circumstances it seems doubtful whether A can proceed under the Workmen's Compensation Act, and he does not seem able to proceed under the above Scheme. It may be possible to establish that the employer was guilty of certain offences, under the Factory Acts, for not having arrangements to carry off the saw-dust. We require to know the best procedure which A should adopt, or whether there is any other remedy or course of action open to him.

A. If the employer was guilty of breaches of the Factory Acts, in not arranging to carry off the saw-dust, his liability can be established under the principles laid down in *Wheeler* v. *New Merton Board Mills* [1933] 2 K.B. 669. That was a decision on the particular facts, and it is necessary (in order to apply it to other facts) to establish both negligence and danger. A's best procedure, if the evidence is available, will be to claim damages at common law.

To-day and Yesterday.

Legal Calendar.

2 March.—A century ago, the scandalously low wages of agricultural labourers (a whole family often earned no more than 13s. 9d. a week) were a constant source of rural crime. Often embittered peasants turned to arson for revenge. Thus, for example, on the 2nd March, 1833, at the Oxford Assizes, John Cooper, a carter, and Joel Wicks, a bailiff, were tried for setting fire to their master's farm at Sonning, on Christmas Day. An accomplice turned King's evidence, both prisoners were found guilty and sentence of death was pronounced upon them.

3 March.—On the 3rd March, 1843, Daniel Macnaghten was tried before Tindal, C.J., and Williams and Coleridge, JJ., on a charge of murdering Mr. Edward Drummond, Sir Robert Peel's secretary, having shot him in the street near Charing Cross, in mistake for the Prime Minister himself. There was no doubt at all that he had fired the pistol, and the whole case turned on whether or not he was insane at the time. After a good deal of medical evidence, the jury, under the direction of the Chief Justice, acquitted him and he was removed to an asylum.

4 March.—On the 4th March, 1882, Edwin James, once a leader of the English Bar, died, twenty years after his sensational disgrace.

5 March.—Those who still read their Dickens and know "Barnaby Rudge," will remember that some of the most fearful scenes during the Gordon riots were enacted in Holborn, where Mr. Langdale's distillery was burnt by the mob. The sequel was an action by the unfortunate distiller against the Lord Mayor of London to recover damages from the inhabitants of the city. The case was heard before Buller, J., on the 5th March, 1781. The plaintiff claimed over £51,000, but the jury awarded him only £18,729 10s.

6 March.—On the 6th March, 1846, Margaret Stoker, a destitute servant girl, was tried at Durham Assizes for drowning her child. Deserted by her relations, driven from poorhouse to poorhouse, "knocked about from dog to devil," as she said, she had in a fit of desperation dropped it in a stream one cold November day. Her misery calls up a dreadful picture of the wretchedness that was England a century ago. The counsel whom some charitable people had briefed to defend her was almost overcome by his feelings. He pleaded ably for a verdict of insanity, but the jury convicted her with a most earnest recommendation to mercy, to which Paterson, J., promised to give effect.

7 March.—Yet deeper was the misery revealed in a case heard at Bedford on the 7th March, 1832, when the constable of the parish of Cardington and one of the overseers were tried for conspiring to remove out of their boundaries a woman actually chargeable to their parish and conveying her dying into the parish of Hawnes so as to escape the expense of burying her. The poor creature had been found lying by the roadside naked from the waist upwards. The prisoners had raised her up and pulled her two furlongs to the boundary stone, telling the people of Hawnes that they had brought her out of their parish and now let them do the same. She died in the poorhouse that evening. The two men were sent to prison for a month and fined £50.

8 March.—The death of Mr. Justice Jackson on the 8th March, 1881, is probably without parallel in our legal history. He was only fifty, and he had been raised to the Bench less than a week before. At the time of his appointment, he was too ill to take his seat, but he seemed to be in no real danger. The honour was not unexpected, and though his practice had been in Chancery, whereas his seat was to have been in the Queen's Bench, his sound common-sense and genial disposition made his selection popular. He was destined never to be sworn in.

The Week's Personality.

Edwin James was one of the most tragic figures in the history of the English Bar. The son of a London solicitor, he first tried his fortunes on the stage, but finally, at the prayer of his parents, joined the Inner Temple where he was called. Though deficient in law, he soon acquired an extensive practice, for he had an effective common jury style. At the height of his success he was making £7,000 a year, being well on the way to the highest honours, a "silk," Recorder of Brighton and a Member of Parliament. In 1861 came the crash. He resigned from the House of Commons, he resigned from his clubs; an execution was levied on his house in Berkeley-square, and his liabilities were stated to exceed £100,000. The Benchers of his Inn held an inquiry into his professional conduct, and it was found that he had involved a young nobleman in debts amounting to £35,000 for his own sole benefit, had obtained £20,000 from a country solicitor by misrepresentations and had taken a large bribe from a defendant to let him down easily in cross-examination. He was expelled from his Inn, his appointment as Queen's Counsel was cancelled. He went to America, where he tried his fortunes unsuccessfully as lawyer, actor and lecturer. Returning to England, he articled himself to a solicitor, but fell into difficulties and died still under a cloud.

A Regular Visitor.

Sir Seymour Hicks saw a side of the law to which he is not accustomed when he gave evidence in the Chancery Division recently, for it is usually to the Old Bailey that he resorts, and not long ago he claimed to have been to every big trial there for the past forty-three years. Thus, his recollection goes back to the old Old Bailey, demolished in 1902, the tragic place of which Montagu Williams, Q.C., who spent so much of his life there, wrote: "On a rainy or foggy day, I don't think there is a more depressing place in the world than the old Court of the Old Bailey." What gastronomic memories vanished when those kitchens were demolished which had once produced two great dinners daily for judges working in relays from nine to nine, and often consuming both if they could, subject to the interruption of a verdict or a death sentence. Old lags who knew the after-dinner mood would say: "Give me a sporting chance and put me down for the evening session. I shall either get fifteen years or a £5 note out of the mission box." The Central Criminal Court is now a very different place or Sir Seymour would hardly have had occasion to admire the "grand fellows" who practice there and the "outsize brains" of the judges.

Actors in Court.

Sir Seymour was not the only theatrical figure at the Law Courts lately, for in the same action Billy Merson gave evidence, and in a King's Bench case, counsel cross-examining the plaintiff recognised her as "Babs," formerly well-known on the variety stage. Actors usually make good witnesses, with a knack for apt and good-humoured repartee. Once Gladys ffolliott, a popular stage star, was being cross-examined by a young barrister named Harris. "Miss Gladys ffolliott spelt with two small 'f's' I notice," he began. "It has been spelt in that manner since the days of Edward II," she replied. "Ah! a name redolent of romance!" "Exactly, as yours, Mr. Harris, is redolent of sausages." The exploit of J. L. Toole, the great comedian, when Hawkins, J., offered him a place on the bench at the Derby Assizes, is, as the historians say, memorable. There had been some laughter in court, and one man had roared particularly loudly. On a sheet of notepaper with the royal arms Toole wrote: "I have had my eye on you for a long time past and if I see you laugh again, I will send you to prison. Be warned in time." This note delivered by a javelin man petrified the offender with fright and kept him in a state of breathless terror for half an hour.

Notes of Cases.

House of Lords.

McCann *v.* **Scottish Co-operative Laundry Association Ltd.**

Lords Atkin, Thankerton, Russell of Killowen, Macmillan and Roche. 3rd March, 1936.

Workmen's Compensation—Partial Incapacity—Workman given Light Work at Full Pay during Period of—Total Incapacity arising from Independent Illness—Continuance of Original Partial Incapacity during Illness—Light Work at Full Pay Still Available during that Period—Employers' Liability to Pay Compensation.

Appeal against a judgment of the First Division of the Court of Session, Scotland, reversing, upon a case stated, the award of an arbitrator.

In December, 1930, the appellant, while working for the respondents, met with an accident and received permanent injuries to her right hand. Before the accident, her average weekly earnings were 28s. From the date of the accident until 23rd February, 1932, when the appellant became fit for certain special light work, the respondents paid her 19s. 5d. a week agreed compensation as for total incapacity. From the 23rd February until the 14th November, 1932, they employed her at the light work at 28s. a week. From the 14th November, 1932, until the 31st May, 1933, the appellant was rendered totally unfit for work by appendicitis, but the respondents had light work at 28s. a week available for her throughout that period. Although throughout the period it was her appendicitis which prevented the appellant from working, her partial incapacity continued. The arbitrator awarded her 9s. 6d. a week in respect of her partial incapacity for the whole period of her total incapacity through the illness, and, in his case stated, put forward three questions of law: (1) On the facts was the respondents' liability to pay compensation from the 14th November, 1932, until the 31st May, 1933, satisfied by their offer of light work? (2) Was the appellant entitled to compensation during that period? (3) Was the arbitrator entitled to award compensation as for partial incapacity during the period? He answered the first question in the negative, and the others in the affirmative. The Court of Session answered the first in the affirmative and the others in the negative.

Lord Thankerton, with whose judgment the other noble lords concurred, said that it seemed to him that the judges who had formed the majority in the Court of Session had fallen into an error similar to that of the Court of Appeal in *Ball* v. *William Hunt and Sons Limited* [1912] A.C. 496. In his opinion, the appellant's right to compensation in respect of her partial incapacity clearly continued during the crucial period from 14th November, 1932, to 31st May, 1933, and the only question was whether she was entitled to payment of compensation. It had not been contended that the fact that she suffered from an indisposition unconnected with the accident, which prevented her from working, could *per se* disentitle her to compensation. The question was whether that fact, along with the continuous offer of work at 28s. a week, which the indisposition alone prevented the appellant from taking, excluded the appellant from obtaining any award of compensation. Where, owing to old age or illness unconnected with the accident, a workman was unable to accept an offer of work by the employers, he (his lordship) was quite unable to hold that his claim to compensation was in any degree satisfied. To hold the workman, in such circumstances, disentitled to an award of compensation was to cut down his right to compensation instead of measuring the amount of compensation due. An offer of work by employers which they knew the workman to be unable to accept was no better than making no offer at all. There was a long series of decisions which he was unable to distinguish, in principle, from the present one. The case in which the facts were most analogous to those in the present case was *Stowell* v. *Ellerman Lines* (1923), 16 B.W.C.C. 46. The appeal should be allowed, the first question of law in the stated case being answered in the negative, and the second and third questions in the affirmative.

Counsel: *T. D. King Murray*, K.C., and *T. J. D. Connolly*, for the appellant; *A. P. Duffes*, K.C., *J. L. Clyde*, and *J. Thompson*, for the respondents.

Solicitors: *Herbert Z. Deane & Co.*, agents for *John Baird*, Edinburgh, and *D. McCuaig*, Greenock; *W. Stanley Eastburn*, agent for *Cairns & Robertson*, S.S.C., Edinburgh; and *Keyden, Strang & Co.*, Glasgow.

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Court of Appeal.

Timpson's Executors *v.* **Yerbury (Inspector of Taxes).**

Lord Wright, M.R., Romer and Greene, L.JJ.
10th, 11th and 16th December, 1935, and 15th, 16th and 31st January, 1936.

Revenue—Income Tax—Income Received from Trust Funds Abroad—Remittances out of Income to Beneficiary's Children in England—Whether Part of Beneficiary's Income—Income Tax Act, 1918 (8 & 9 Geo. 5, c. 40) Sched. D., Case V. r. 2.

Appeal from a decision of Singleton, J. (79 Sol. J. 523).

By the will of her grandfather, an American citizen, the deceased, Mrs. Timpson, was entitled for life to the income from funds which were in the hands of trustees in New York, who from time to time sent her the income. The estate came within the law of the state of New York, and was accordingly vested in law and in equity in the trustees. The deceased at all material times resided in England. She directed the trustees to pay out of the sums payable to herself various quarterly allowances to her three children. The trustees accordingly from time to time drew sight drafts in sterling for the appropriate amounts on their London correspondents, payable to the respective children, and posted them in New York to the child or the child's bankers, debiting Mrs. Timpson's account with the proper sum in dollars. Singleton, J., held that these allowances formed part of Mrs. Timpson's income for purposes of assessment to income tax. Her executors appealed.

Lord Wright, M.R., dismissing the appeal, said that *Garland* v. *Archer-Shee* [1931] A.C. 212, did not throw light on the main question. Each remittance was a voluntary allowance or gift, and the donee only acquired it when the gift was perfected. Any time before the drafts were cashed, payment could have been countermanded, and so there was no completed gift until payment, just as in the case of a cheque there was no completed gift till it was cashed. When the draft reached the child, there was a completed gift of a piece of paper, but it had only a nominal value until the money was collected by or credited to him. Till then it remained income of Mrs. Timpson, to which she was beneficially entitled, and as such reached England. The appellants said that the property passed to the child when the letter was posted in New York, and relied on *Alexander* v. *Steinhardt Walker & Co.* [1903] 2 K.B. 208, but this case was different, and in this case the post office was not the addressee's agent. Moreover, what was done in New York did not constitute an assignment of each remittance, for there was no communication from the assignor to the assignee till it arrived in England, and there was no evidence of intention to assign at all (see *William Brandt's Sons & Co.* v. *Dunlop Rubber Co.* [1905] A.C. 454, at p. 462). Nor did this commonplace banking transaction create a trust of the remittance (see *Richards* v. *Delbridge L.R.*, 18 Eq. 11, at p. 14). There was no evidence of such an intention. His lordship did not consider that the sums

were received in England by Mrs. Timpson, but r. 2 of the Rules applicable to Case V of Sched. D of the Income Tax Act, 1918, did not in terms say that the actual sums must be received in the United Kingdom by the taxpayer, and under r. 1 of the Miscellaneous Rules, which must be read with that rule, persons on whom tax under Sched. D is to be charged are defined as "the persons receiving or entitled to the income." Thus, if the sums in question were received in the United Kingdom as Mrs. Timpson's income, she was chargeable as being the person entitled to them, though, in fact, she never received them. The fact that on arrival they were applied according to her directions in payment to others did not affect her chargeability. No doubt would have arisen if the money had been applied to the payment of her debts or the acquiring of valuable things. His lordship did not decide the point whether, if income accrued abroad to a taxpayer resident in this country, these rules would render him liable, though he disposed of his interest before it was received in the United Kingdom, so long as the actual sums were received by the alienee in this country.

ROMER and GREENE, L.JJ., agreed.

COUNSEL: *K. Preedy* and *J. Scrimgeour*; *The Solicitor-General* (Sir Donald Somervell, K.C.), and *R. Hills*.

SOLICITORS: *Waterhouse & Co.*; *Solicitor of Inland Revenue*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Locker & Woolf *v.* Western Australian Insurance Co. Ltd.

Slesser and Scott, L.JJ., and Eve, J.
12th and 13th February, 1936.

INSURANCE—FIRE—PROPOSAL FORM QUESTIONS—NON-DISCLOSURE AND CONCEALMENT—WHETHER MATERIAL FACTS—LOSS—SALVAGE—INSURERS TAKING POSSESSION—SUBSEQUENT REPUDIATION—WHETHER ESTOPPEL—ARBITRATION.

Appeal from a decision of Swift, J. (79 SOL. J., 574).

In November, 1931, Locker and Woolf trading in partnership sent the insurance company a proposal form in respect of fire insurance of their business premises signed, "p.p. Walker & Woolf—S. Locker." In answer to the question: "Have you ever suffered loss by fire?" the answer given was: "Yes, £5, Sea" (referring to the Sea Insurance Co.). In answer to the question: "Has this or any other insurance of yours been declined by any other company?" the answer was "No." In fact, Woolf had suffered damage from a fire in 1919, and further, an insurance company had already declined the partnership's proposal for a motor-car insurance policy. On the strength of the proposal form, a policy of insurance against loss by fire was effected in January, 1932. It was subsequently transferred to Locker & Woolf, Limited. In April, 1934, there was a fire on the premises where the company carried on business. A firm of fire assessors, instructed by the insurance company to act for them, took possession of the salvage. Another firm was also appointed to act for other underwriters, and the salvage was sold by auction. The other underwriters did not dispute liability, but in October, 1934, the defendant company, who already in July had become aware of the fire in 1919, received information of the refusal of the motor insurance policy and repudiated liability. An arbitrator who was appointed decided that there was material non-disclosure in the proposal form which justified the insurance company in repudiating and that they were not estopped from doing so by anything which had occurred between the dates of the fire and the repudiation. Swift, J., upheld this decision.

SLESSER, L.J., dismissing the plaintiffs' appeal, said that there had been such non-disclosure of material facts as to avoid the contract. The answer to the question relating to loss by fire was a considerable economy of the truth. The arbitrator found that it was not untrue, because the undisclosed loss was incurred by one of the partners and not by the firm, but there was nevertheless non-disclosure of a material fact. The arbitrator also found that the answer to the question whether any other proposal had been declined was untrue. It had been argued that this answer did not amount to a non-disclosure of a material fact, as the scope of the question should be limited to fire insurances only. This was untenable. One of the chief considerations for insurance companies was the moral integrity of the intending insurer. Had it known the circumstances of the refusal, the insurance company might have come to the conclusion that these persons were undesirable to deal with. In view of this, the company was perfectly entitled to repudiate. It had been further argued that what the respondent company did amounted to a waiver of its rights under the policy, but they were entitled to say that they had not full knowledge of the circumstances of the case till they knew of the refusal of the motor insurance, and that till then their acts were not conclusive (see *Yorkshire Insurance Co.* v. *Crane* [1922] 2 A.C. 541). In going to arbitration the insurance company had not agreed to waive any of the conditions of the policy. The question of waiver was essentially one of fact for the arbitrator. No question of law arose.

COUNSEL: *Pritt*, K.C., and *Soskice*; *Croom-Johnson*, K.C., and *H. Burt*.

SOLICITORS: *W. J. Pitman*, agent for *Freeland & Passey*, of Birmingham; *Wedlake, Letts & Birds*, agents for *Arthur Hall-Wright & Son*, of Birmingham.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Shipley Urban District Council *v.* Bradford Corporation.

Lord Wright, M.R., Romer and Greene, L.JJ.
12th, 13th and 14th February, 1936.

CONTRACT—WATER AUTHORITIES—SUPPLY OF WATER—AMOUNT AND PRICE—CONSTRUCTION.

Appeal from a decision of Clauson, J.

The Council and the Corporation were water authorities in their respective areas. On the 6th May, 1912, the Council were entitled to draw water from certain lands owned by the Corporation by virtue of four contracts made respectively in 1885, 1887, 1903 and 1905, all being then in operation. The rents payable under each were £120, £100, £250 and £290 a year respectively. In 1912, the Council having promoted a Bill in Parliament for the compulsory acquisition by it of the lands, and the Corporation having put in a petition against the Bill, an agreement was entered into between them, dated the 6th May. This, having provided for the withdrawal of the Bill, preserved to the Council all its rights under the four earlier contracts, and then dealt with the supply of additional water. With regard to this supply, cl. 3 provided that if on certain lands, "a quantity of 50,000 gallons per day be found, the Council will . . . pay the Corporation all the costs of works incurred by them in providing such water in addition to the price *pro rata* for such water." Clause 5 dealt with further supplies from other lands, "subject at all times to the Corporation having reserved to them a maximum of 250,000 gallons per day," and provided for payment "by the Council at a *pro rata* charge as is £540 for 450,000 gallons, subject to measurement." Clause 6 provided for further additional supplies "at the same rate as is paid by the Council under their 1903 and 1905 agreements," A final provision required the execution of a lease giving these rights and obligations in perpetuity. A dispute having arisen, Clauson, J., held that the provision as to payment in cl. 5 should be construed as £540 *per annum* for 450,000 gallons *per diem*," and so holding did not have to decide the Council's alternative claim for ratification.

LORD WRIGHT, M.R., dismissing the Corporation's appeal, said that it had been argued that on the plain meaning of language this was a contract to pay £540 for every 450,000 gallons. For the principles of construction, the appellants

had relied on *Shore* v. *Wilson* 9 Cl. & F. 355, at p. 525 (the judgment of Coleridge, J.) and *Neale* v. *Neale*, 79 L.T. 629, at p. 631 (the judgment of Collins, L.J.) When words had a plain meaning, extrinsic evidence could not be introduced to show that they were used in a different meaning. But, in this case the learned judge had not done so. He had applied the principle laid down by Coleridge, J., considering whether the primary meaning was not excluded by the context and was sensible with reference to the extrinsic circumstances in which the writer was placed at the time of writing. The primary meaning, however plain, was not decisive. "£540" and "450,000 gallons" were not written alone on separate sheets of paper, but appeared in the middle of a contract and must be construed in view of all the surrounding words and of such matters of fact as were proper to be proved to put the court in the exact position of the parties when they entered into the contract, so as to understand the application and effect of the words used. In proper cases, words might even be supplied to give effect to the obvious and apparent purposes of a document, if the whole language in connection with all the circumstances carried a given meaning. His lordship referred to *Commissioners of Inland Revenue* v. *Raphael* [1935] A.C. 96, at p. 146, and *Edyvean* v. *Archer* [1903] A.C. 379, at p. 384, and said that he could not construe the words as meaning a *pro rata* charge based on the equation of £540 *simpliciter* and 450,000 gallons *simpliciter*. The former referred to an annual rent and the latter to a daily output. The four earlier contracts embodied in the agreement must be considered, and also the use of the words "per day" in cls. 3 and 5. His lordship, having further considered the agreement, said that the appeal would be dismissed with costs.

ROMER and GREENE L.JJ., agreed.

COUNSEL: *Sir Herbert Cunliffe*, K.C., *Morton*, K.C., and *J. Nesbitt*; *Radcliffe*, K.C., and *Wilfrid Hunt*.

SOLICITORS: *Torr & Co.*, agents for *The Town Clerk*, Bradford; *Lees & Co.*, agents for *The Town Clerk*, Shipley.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Bowater and Sons Ltd. *v.* Davidson's Paper Sales Ltd.

Greer, Slesser and Scott, L.JJ.
17th and 27th January, 1936.

MAYOR'S AND CITY OF LONDON COURT—APPEALS—AMOUNT CLAIMED—JURISDICTION OF COURT OF APPEAL AND DIVISIONAL COURT.

Appeal from the Mayor's and City of London Court.

The plaintiffs claimed about £30 from the defendants in respect of goods sold and delivered, and the Common Serjeant gave judgment in their favour. The defendants appealed. The facts are not material to the point of jurisdiction. The Court of Appeal allowed the appeal.

SLESSER, L.J., in giving judgment, said that when the sum claimed was £100 or less, appeal from the Mayor's and City of London Court lay to the Court of Appeal. (Mayor's and City of London Court Act, 1920, ss. 9, 11, London (City) Small Debts Extension Act, 1852, s. 78, County Courts Act, 1888, ss. 120, 185, 186, Administration of Justice (Appeals) Act, 1934, s. 2.) Appeals in respect of more than £100 were governed by the Mayor's Court of London Procedure Act, 1857, s. 8 (see *Newman* v. *Klausner* [1922] 1 K.B. 228), under which they went either to the Exchequer Chamber or to one of the superior courts of common law according to their nature. When not to the Exchequer Chamber, they were to be heard by Divisional Courts (Judicature Act, 1873, s. 45. See *Appleford* v. *Judkins*, 3 C.P.D. 489). But the Exchequer Chamber was to be the Court of Error in all cases of error (Mayor's Court of London Procedure Act, 1857, s. 4). All the jurisdiction of the Exchequer Chamber was vested in the Court of Appeal by the Judicature Act, 1873, s. 18 (4) (see *Le Blanch* v. *Reuter's Telegram Co.*, 1 Ex. Div., at p. 409). Demurrer was abolished by the Mayor's Court Rules, 1892, Ord. IV, r. 1, and a party might raise by his pleadings a point of law. The Writ of Error was abolished by the Common Law Procedure Act, 1852, s. 148, and thereafter error might be brought by memorandum alleging error in law in the record and the proceedings (s. 149). These sections were applied to the Mayor's Court by Order in Council. Bills of exceptions were no longer necessary. Some day the question might arise how far the Court of Appeal's jurisdiction, derived through the Exchequer Chamber, was limited to cases where error on the record could have been affirmed by bill of exception and demurrer, for when the sum claimed was above county court jurisdiction, appeals other than those by error still lay to a Divisional Court (Judicature Act, 1873, s. 45, Supreme Court of Judicature Act, 1925, s. 24 (*a*)). It was an anomaly for such appeals to go to an inferior court with appeal thence to the Court of Appeal only with leave.

COUNSEL: *Devlin*; *Moresby*.

SOLICITORS: *Clifford-Turner & Co.*; *Goulden, Mesquita & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

F. W. Woolworth & Co. Ltd. *v.* Lambert.

Clauson, J. 27th and 28th February and 2nd March, 1936.

LANDLORD AND TENANT—IMPROVEMENTS AND ALTERATIONS—WITHHOLDING OF CONSENT—LANDLORD AND TENANT ACT, 1927 (17 & 18 Geo. 5, c. 36), s. 19 (2).

The plaintiffs held a lease of shop premises, in Bournemouth, for a term of forty-five years from 1931, at a rent of £3,500, rising to £3,750, in 1945. They covenanted therein "not without the previous consent in writing of the lessors to erect or suffer to be erected upon the said demised premises nor to make or suffer to be made any structural alterations in or additions to the demised premises." It was provided that if alterations were made with the consent of the lessors no fine, premium or increase of rent would be demanded for their approval. The plaintiffs, having acquired a tenancy of land at the back belonging to different landlords, proposed to pull down the back wall and the rear part of the side wall and to build so that there stood on the combined property one large shop, the staircase and staff accommodation being removed from the original shop to the new premises. They undertook to reinstate the premises at the end or sooner determination of the term. In May, 1935, the landlords, refused their consent except on payment of £7,000. In this action the plaintiffs claimed that the landlords had unreasonably withheld their consent and that they were entitled to make the improvements without further licence.

CLAUSON, J., in giving judgment, said that the plaintiffs had relied on the Landlord and Tenant Act, 1927, s. 19 (2), under which, in all leases containing a covenant not to make improvements without the lessor's consent, the lessor was not entitled unreasonably to withhold consent. They contended that the defendants had unreasonably withheld their consent. Though in the lease there was not a covenant *totidem verbis* not to make improvements, it was sufficient for the section to apply if there was a covenant not to make alterations (*Balls Bros. Ltd.* v. *Sinclair* [1931] 2 Ch. 324; *Lilley & Skinner Ltd.* v. *Crump*, 73 SOL. J. 336). The section did not apply unless there was the qualification "without the consent of the lessor" in the covenant, but here the covenant was absolute and so far the section could apply, but if it was to apply the proposed alteration must be an improvement. No doubt it was from the point of view of the plaintiffs' business, but the question arose whether it was an improvement of the premises leased to them. These became a shell, a portion of the space of a much larger shop. His lordship did not consider the alteration in the nature of an improvement.

But, even if it was, the question remained whether the consent had been unreasonably refused. The lessors were entitled to a reasonable sum in respect of any diminution in the value of the demised premises, but even if this were offered and refused the consent would not necessarily be unreasonably withheld. Thus, the lease contained a covenant to keep the premises open as a first-class shop, and if consent were given, this would become impossible for they would merely be part of another first-class shop and this would be a breach of covenant. Under the section the lessor could consider all the circumstances. Such alterations would make the premises substantially different from the thing originally demised. The consent was not unreasonably withheld when the lessors only asked for such a sum as their surveyors had advised, for diminution in the value of the premises. It would be hard for the court to name a reasonable sum on payment of which consent ought not to be refused, and there was no jurisdiction to determine it. The declaration could not be granted and the action must be dismissed.

COUNSEL: *Morton*, K.C., and *S. P. J. Merlin*; *Radcliffe*, K.C., and *R. W. Turnbull*.

SOLICITORS: *Lovell, White & King*; *Robins, Hay & Waters*, agents for *Lacey & Son*, of Bournemouth.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

London County Council *v.* Betts; Same *v.* Downes.

Talbot, Macnaghten and du Parcq, JJ.
10th February, 1936.

MAINTENANCE — HUSBAND ORDERED TO MAKE WEEKLY PAYMENTS TO LOCAL AUTHORITY—MAGISTRATE'S JURISDICTION TO MAKE ORDER FOR PAYMENT OF ARREARS ON COMPLAINT—SUMMARY JURISDICTION ACT, 1879 (42 & 43 Vict., c. 49), ss. 6 and 35; POOR LAW AMENDMENT ACT, 1868 (31 & 32 Vict. c. 122), s. 33; POOR LAW ACT, 1930 (20 & 21 Geo. 5, c. 17), s. 19.

Appeal by case stated from a decision of a Metropolitan magistrate.

On the 1st February, 1910, a Metropolitan magistrate made an order under s. 33 of the Poor Law Amendment Act, 1868, requiring the respondent Betts to pay to the Guardians of the Poor of the Southwark Union 2s. a week for the relief and maintenance of his wife. The weekly payments having fallen in arrear to the extent of £2 8s., the appellant council, in whom the functions and duties of the Southwark Guardians had vested by virtue of the Local Government Act, 1929, preferred a complaint by way of summons asking for an order that the respondent should pay that sum. Those facts having been proved or admitted before the magistrate, the question was raised whether the Court had jurisdiction to enforce the payment of arrears by making an order for debt by reason of the repeal of s. 33 of the Poor Law Amendment Act, 1868, by the Poor Law Act, 1927, and the absence of any substituted mode of recovery, either in that Act or in the subsequent Poor Law Act, 1930. For the appellants it was contended that, notwithstanding the repeal of s. 33 of the Act of 1868, the arrears were recoverable under the civil debt provisions of the Summary Jurisdiction Act, 1879. The magistrate held that he had no jurisdiction to make the order and dismissed the complaint. The London County Council accordingly appealed.

TALBOT, J., in a written judgment, said that to found the magistrate's jurisdiction, the money must be due under some Act (whether passed before or after 1879) which made it recoverable on complaint. Then, by s. 6 of the Summary Jurisdiction Act, 1879, it was to be deemed a civil debt, and was to be recovered as a sum declared by the Act of 1879 to be a civil debt was recoverable under that Act, and not otherwise. By s. 35 of the Act of 1879 any sum declared by that Act or any future Act to be a civil debt, which was recoverable summarily, or jurisdiction in respect of the recovery of which was given by such Act to a court of summary jurisdiction, was to be deemed to be a sum for which a court of summary jurisdiction had authority by law to make an order on complaint in pursuance of the Summary Jurisdiction Acts. The power of a court of summary jurisdiction to make an order on a husband for maintenance payments, and to determine how and to whom they should be paid, was now conferred by s. 19 of the Poor Law Act, 1930, the Act of 1868, under which the original order in the present case was made in 1910, having been repealed. By that section, the order was to be made on complaint. That, of itself, apart from the Summary Jurisdiction Act, 1879, made what was ordered to be paid become a civil debt (*In re Gamble* [1899] 1 Q.B. 305). The result was that the magistrate had jurisdiction by virtue of ss. 6 and 35 of the Act of 1879, notwithstanding the repeal of s. 33 of the Act of 1868. The draftsmen of the Poor Law Acts of 1927 and 1930—in both of which the special provisions of s. 33 of the Act of 1868 were omitted—evidently thought (in his lordship's opinion, rightly) that since the passing of the Act of 1879 they had become unnecessary. The case of Downes raised the same point, though the order there was made under the Poor Law Act, 1927. The magistrate had jurisdiction to hear these complaints, and they must therefore be remitted to him to make the orders asked for.

MACNAGHTEN and DU PARCQ, JJ., the latter for different reasons, agreed that the appeal should be allowed.

COUNSEL: *Vernon Gattie*, for the appellants; there was no appearance by or on behalf of either respondent.

SOLICITOR: *J. R. Howard Roberts*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Manners *v.* Manners and Fortescue.

Sir Boyd Merriman, P., and Langton, J. 15th January, 1936.

DIVORCE—HUSBAND'S PETITION FOR DISSOLUTION—DECREE *Nisi*—MOTION FOR RE-HEARING ON GROUND OF NON-SERVICE—NO ERROR OF THE COURT ALLEGED—LIMITS OF DIVORCE RULE 46 DISCUSSED—COUNTY COURTS ACT, 1888 (51 & 52 Vict., c. 43), ss. 91, 93—SUPREME COURT OF JUDICATURE ACT, 1890 (53 & 54 Vict. c. 44), s. 1—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 30.

This was a motion in the Divorce Divisional Court on behalf of a wife respondent to a petition for dissolution of marriage for a re-hearing on the ground that the petition had not been served upon her. The respondent denied that she had committed adultery. On 26th June, 1935, the President granted the petitioner a decree *nisi*, the suit being undefended. Counsel on behalf of the wife reviewed the history of application for re-hearing in the Divorce Court, and submitted that the present case fell within r. 46 of the Matrimonial Causes Rules, 1924, which is as follows: "An application for the re-hearing of a cause heard by a judge alone when no error of the court at the hearing is alleged shall be made to a Divisional Court of the Probate, Divorce and Admiralty Division, and shall be by notice of motion. Application for re-hearing in any case not hereinbefore provided for must be by appeal to the Court of Appeal." Counsel on behalf of the wife was not called upon.

Sir BOYD MERRIMAN, P., in giving judgment, said that the Court had been informed that this was the first time it had been called upon to give a decision as to the limits of r. 46. As he himself had been the trial judge, he was particularly anxious to make it clear that in no circumstances whatever would he contemplate hearing an appeal where his own decision was in any real sense of the word challenged. Up to 1890 it was sufficient to say that in the Divorce Division, at any rate, application for a new trial on an issue of fact tried by a jury, or for the re-hearing of the cause, under the old r. 62, was made to a Divisional Court of the Division. In other

words all appeals came there. Then by the Judicature Act, 1890, s. 1, as interpreted in *Smith* v. *Smith* [1897] P. 293, an application for a new trial to set aside a verdict, finding or judgment, where there had been a trial by jury, went to the Court of Appeal, and it was held that the result was that an appeal from a judge alone still went to the Divisional Court. The result, however, of the revision of the statute law culminating in the series of Acts passed in 1925, to which the re-casting of the Matrimonial Causes Rule in r. 46 corresponded, was that every other sort of appeal, not within the rules, from a judge of the Divorce Division, whether sitting alone, or with a jury, went to the Court of Appeal under the rules set out in the Annual Practice indiscriminately. There being this only remaining exception, it was vital that the Divisional Court should not assume a jurisdiction which properly belonged to the Court of Appeal. Did a case where a woman had been condemned of adultery, although she said that she had not been served with the petition, come within r. 46 or not? There was no precedent to guide the court as to what was meant by the words: "When no error of the court at the hearing is alleged." No such phrasing had ever been used apparently in any other rule of court applicable to any of the divisions of the High Court or their predecessors, and even now he thought it would be most inadvisable to attempt to lay down any exhaustive definition of what the words meant, although he would make it plain why he thought the present case came well within them. He had derived some assistance from consideration of the somewhat analogous provisions relating to county courts, and the decisions thereon. (His lordship here referred to ss. 91 and 93 of the County Courts Act, 1888, and to *Brown* v. *Dean* [1910] A.C. 373; *Astor* v. *Barrett* [1920] 3 K.B. 633.) It was to be observed that anything in the nature of surprise, fraud or conspiracy, anything which could not with reasonable diligence have been obtained at the first trial, and subsequently discovered, would be regarded whether in the High Court or in the county court as the sort of case which would plainly come within r. 93. In *Astor* v. *Barrett, supra,* Atkin, L.J. (as he then was), said: "The matter must be tested in this way: Suppose there is admissible evidence on both sides, and to the admissible evidence the judge receives evidence which he ought not to have accepted; if he is afterwards satisfied that he has made this mistake it seems to me he has ample jurisdiction to grant a new trial." The power of the Divorce Divisional Court was considerably less wide than that, but it was at least wide enough to deal with the present case in either of the two aspects presented. The affidavits showed that the wife might have been physically served but she swore that actually the thing never came to her notice. There must be a re-hearing, the wife to file her answer within ten days, the co-respondent to be re-served and provision made to expedite the hearing.

LANGTON, J., in delivering a concurring judgment, stated that in his view, at the hearing of such an application as the present, not only was it not wrong that the trial judge should be a member of the Divisional Court, but that it was both right and desirable that he should be.

COUNSEL: *Kirk Glazebrook*, for the wife; *A. C. McNalty*, for the husband.

SOLICITORS: *Russell, Jones & Co.; Maltz, Mitchell & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Hayes and Harlington Urban District Council *v.* Trustee of Jesse Williams (a Bankrupt).

With reference to our report of this case in our issue of the 1st February, at p. 91, we are indebted to a correspondent for correcting the statement that the security of the Council was valued by the officials of the Council at the sum of £60,000. The facts would appear to be that the security was valued by a member of the Council, and it was the duty of the Treasurer to swear proof of debt and insert the security at the figure agreed by the Council.

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Obituary.

MR. E. W. GARRETT.

Mr. Edmund William Garrett, a Metropolitan Police Court Magistrate from 1899 to 1920, died on Wednesday, 4th March, at the age of eighty-six. Mr. Garrett, who was educated at Shrewsbury School and St. John's College, Cambridge, was called to the Bar by the Inner Temple in 1875, and joined the Midland Circuit. In 1899 he was nominated as a Metropolitan magistrate, and he sat successively at the South-Western, West London, and Marylebone Courts, until his promotion to Bow Street in 1916. He retired in 1920 under the age limit.

MR. A. J. MACKEY.

Mr. Archibald John Mackey, formerly Recorder of Andover, died at Twyford on Thursday, 27th February, at the age of ninety-two. Mr. Mackey, who was educated at Westminster

School and Trinity College, Cambridge, was called to the Bar by Lincoln's Inn in 1868, and joined the Western Circuit. He was Recorder of Andover from 1898 to 1927, and since 1916 he had been Vice-Chairman of the Berks Quarter Sessions.

MR. I. J. CARTER.

Mr. Isidore James Carter, retired solicitor, of Torquay, died on Saturday, 22nd February, at the age of eighty-six. Mr. Carter, who was admitted a solicitor in 1872, entered into partnership with his father, and became senior partner in the firm of Messrs. Carter & Fisher, of Torquay. He retired in 1919.

MR. G. E. DAWSON.

Mr. George Edward Dawson, solicitor, of Harrogate, died recently at the age of seventy-five. Mr. Dawson, who was admitted a solicitor in 1886, was a past president of Harrogate and District Law Society, and a life member of Harrogate Agricultural Society.

MR. H. E. GRIFFITH.

Mr. Herbert Edward Griffith, solicitor, senior partner in the firm of Messrs. H. E. Griffith & Son, of Gray's Inn-square, W.C., died on Monday, 2nd March, in his seventy-fifth year. Mr. Griffith was educated at Haileybury, and was admitted a solicitor in 1885. He became clerk to the Worshipful Company of Bowyers in 1901, and he occupied the chair as Master of the Company from 1926 to 1928.

MR. H. J. SLATER.

Mr. Henry James Slater, solicitor, a partner in the firm of Messrs. Philip Cohen, Slater & Tomkins, of Birmingham, died on Monday, 24th February, in his seventy-first year. Mr. Slater served his articles with his father-in-law, the late Mr. Edward Mallard, of Birmingham, and was admitted a solicitor in 1903.

Parliamentary News.

Progress of Bills.

House of Lords.

East Lothian County Council Bill.
Reported without amendment. [26th February.
Edinburgh Corporation Order Confirmation Bill.
Royal Assent. [27th February.
Firearms (Amendment) Bill.
Read Third Time. [4th March.
Great Orme Tramways Bill.
Read Third Time. [4th March.
Imperial Continental Gas Association Bill.
Read Third Time. [3rd March.
Manchester Ship Canal Bill.
Read Second Time. [4th March.
Milk (Extension of Temporary Provisions) Bill.
Read First Time. [3rd March.
Shops Bill.
Amendments reported. [3rd March.
Solicitors Bill.
Read First Time. [3rd March.
Unemployment Assistance (Temporary Provisions) (Extension) Bill.
Royal Assent. [27th February.
Yorkshire Electric Power Bill.
Read Second Time. [4th March.

House of Commons.

Barnsley Extension Bill.
Withdrawn. [27th February.
British Shipping (Continuance of Subsidy) Bill.
Reported without amendment. [3rd March.
Consolidated Fund (No. 1) Bill.
Read Second Time. [27th February.
Employment of Women and Young Persons Bill.
Reported, with Amendments. [27th February.
Great Orme Tramways Bill.
Read First Time. [4th March.
London and North Eastern Railway (General Powers) Bill.
Read Second Time. [4th March.
London Passenger Transport Board Bill.
Read Second Time. [4th March.
Mersey Docks and Harbour Board Bill.
Read Second Time. [4th March.
Milk (Extension of Temporary Provisions) Bill.
Read Third Time. [2nd March.
Ministry of Health Provisional Order (Bridport Joint Hospital District) Bill.
Read Second Time. [4th March.
Ministry of Health Provisional Order (Luton) Bill.
Read Second Time. [4th March.
Ministry of Health Provisional Order (Matlock) Bill.
Read Second Time. [4th March.
Road Traffic Act (1934) Amendment Bill.
Withdrawn. [2nd March.
Voluntary Hospitals (Paying Patients) Bill.
Read Second Time. [27th February.

Questions to Ministers.

FIXED TRUSTS (COMMITTEE OF INQUIRY).

Sir C. COBB asked the President of the Board of Trade the composition of the committee which is to inquire into fixed trusts.

Mr. RUNCIMAN: The following is the composition of the Departmental Committee which I am appointing to inquire into fixed trusts in all their aspects and to report what action, if any, is desirable in the public interest:

Sir Alan Anderson, G.B.E. (Chairman), hon. Member for the City of London.

Sir Thomas J. Barnes, C.B.E., His Majesty's Procurator-General and Treasury Solicitor.

Mr. Harold G. Brown, LL.B., Vice-Chairman of the Board of Governors of the British Broadcasting Corporation.

Sir H. Ernest Fass, C.B., O.B.E., Public Trustee.

Mr. H. D. Henderson, Research Fellow in Economics, All Souls College, Oxford.

Mr. E. H. Lever, F.I.A., Joint Secretary of the Prudential Assurance Company, Ltd.

Mr. C. U. Peat, M.C., hon. Member for Darlington.

Mr. F. W. Pethick-Lawrence, hon. Member for Edinburgh, East.

Mr. Gavin T. Simonds, K.C.

Mr. R. P. Wilkinson, Member of the General Purposes Committee of the Stock Exchange. [2nd March.

POLICE PROSECUTIONS.

Mr. MANDER asked the Home Secretary to what extent it is the practice for the police to conduct prosecutions in courts of summary jurisdiction; and whether he can give the figures for the last completed year as between police and solicitors.

Sir J. SIMON: It is the usual practice for a police officer, as informant, to conduct the prosecution before a court of summary jurisdiction in cases which are not likely to present special difficulty, but I have no information which would enable me to say how such cases compare in number with those in which the prosecution is professionally represented. [27th February.

DEBT COLLECTION.

Mr. HALL-CAINE asked the Attorney-General whether there is any reason why his Department cannot inquire from the registrars of the county courts as to the existence and employment of menacing letters by debt collectors, who have no right to use the forms of law; and what would be the cost of issuing such a circular letter and compiling from it the opinions sent in reply.

The ATTORNEY-GENERAL (Sir Thomas Inskip): I have no authority to direct such an investigation, and the Law Officers' Department is not equipped to make it. I am unable to say what the cost would be.

Mr. HALL-CAINE asked the Attorney-General whether any action to prohibit dunning letters which have the appearance of having been issued under the authority of the county court has been, or will be, taken under the criminal law, which has been recently strengthened for the purpose; and whether he will give the details.

The ATTORNEY-GENERAL: The County Courts (Amendment) Act, 1934, already prohibits such letters. Proceedings will be taken in any case in which there is sufficient evidence that an offence has been committed. [4th March.

Mr. John Hay, solicitor, of Ayr, left personal estate valued at £11,924.

Societies.

The Law Society.

PRELIMINARY EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 12th and 13th February, 1936:

Francis William Alderson, Eliot Andrews, John Askew, Thomas James Backhouse, Thomas Douglas Barlow, Peter Carr Benham, Arthur Donald Bond, Clive William Brightwell, John Arthur William Brooker, Peter Melvill Burley, John Henry Chambers, Helena Nora Cox, John Louis Crichton, Francis Mervyn Davies, George Gordon Derrick, Victor Drummond, George Percival Edwards, Luise Dorothea Bertha Ehrenwerth, Richard William Elliott, Royston Irwin Evans, Gerald Francis Lynch Feltham, William Thomas John Fox, Stephen Adam Greenhalgh, Leonard Victor Gutteridge, John Lancaster Harrison, Samuel Ernest Harwood, Alfred Charles Stuart Howard, John Arthur Jayes, Donald Ivor Jones, Frederick George Jones, Joseph Albert Jones, Frederic Mark Kerr, Anthony Pearce Leach, Geoffrey William Maden, John Newman Martin, Gordon Towers Mynors, Gwynedd Bulkeley Owens, Basil Arthur Parnwell, Royston John Garrett Philcox, George McKay Porter, Vivian Meyrick Price, Michael Harrison Pepys Rawlins, Ian Henry Auber Redpath, Harold Mayne Reid, Frederick Kenneth Richardson, Reginald Francis Rigby, Alan George Rubenstein, Jack Sanson, Stewart Brandon Haywood Smith, Paul Steward Stephen, Stanley Sutton, Stanley George Sykes, Neil Edgar Turner, Leslie Newton Wall, Francis Percival Wallington, Royal George Wareham, Ronald Edward Henry Waring, John Holland Wilcox, John Lionel Collingwood Williams, Ernest Willis, Philip John Willmett, Rupert Dean Wood.

No. of Candidates, 109. Passed, 62.

The Law Society.

SCHOOL OF LAW.

A Reception of Past and Present Students of The Law Society's School of Law to meet the Right Hon. Lord Justice Greene, will be held at the Society's Hall, on Thursday, 12th March, at 8 p.m.

General Council of the Bar.

APPOINTMENT OF OFFICERS.

The following officers have been appointed by the Council for the ensuing year:—

Chairman .. Sir Herbert Cunliffe, K.C.
Vice-Chairman .. Mr. R. E. L. Vaughan Williams, K.C.
Treasurer .. Mr. A. T. Miller, K.C.

and the following have been appointed additional members of the Council under Regulation 4:—

Sir Lynden Macassey, K.B.E., K.C., Mr. A. M. Dunne, K.C., Mr. R. F. Bayford, O.B.E., K.C., Mr. James Whitehead, K.C., Mr. St. John G. Micklethwait, K.C., and The Hon. S. O. Henn Collins, C.B.E., K.C.

Sheffield District Incorporated Law Society.

The annual general meeting of the Sheffield District Incorporated Law Society was held at the Law Society's Hall, Campo-lane, Sheffield, on Friday, 28th February, when the sixty-first annual report of the proceedings of the Society was presented.

The report may be summarised as follows:—

The following members have died during the past year: Mr. H. Shelley Barker and Mr. E. E. Burgess.

The following new members have been elected: Mr. Percival Gilbert and Mr. K. A. Wilson.

The number of members is now 191.

COMPULSORY REGISTRATION OF TITLE.

The Committee has been in close touch with the Council of The Law Society in regard to the proposed extension of compulsory registration of title to the County of Middlesex. The Council of The Law Society has not objected to this extension, but it has been left open to them to object to any proposal in the future for the extension to any other districts, if they think fit to do so.

STAMPS ON BUILDING LEASES AND CONVEYANCES.

The attention of the Committee has from time to time been called to points arising in connection with this matter. At the moment the decision is being awaited in a case that has gone to the House of Lords.

PROPOSAL FOR ASSIZES IN SHEFFIELD.

The Committee has, during the year, been asked by the Town Clerk, Sheffield, to support the Sheffield City Council's proposal for Sheffield to be made an assize town. In bringing the matter to the notice of the Committee the Town Clerk pointed out that the question of expense was one for the City Council, and asked the Society to consider the question merely from the point of view of the administration of justice in the southern part of the present West Riding Assize Division.

The Committee, after consideration of the matter, and by a majority vote, passed a resolution supporting the proposal, but emphasising the fact that the Committee had not considered the financial side of the question, which was of the utmost importance.

REMOVAL OF SHEFFIELD STAMP OFFICE.

It is understood from the Controller of Stamps, that it is intended to remove the Sheffield Stamp Office from its present position in East Parade to a site in West-street. The Committee made objection to this on the ground that the new site would be less convenient to members of the Society, but without success.

LIBRARY CATALOGUE.

A new library catalogue is in course of preparation, and, in order that members of the Society may be kept up to date with the additions to the library, it has been decided to send each member in future, at the end of each year, a list of new books added during the year. This is in place of the present arrangement whereby additions are merely noted in the Society's annual report.

POOR MAN'S LAWYER.

The nature of the services rendered by this committee has now become more widely known and has resulted in an increased volume of work being performed by those solicitors serving on the rota.

The number of cases dealt with last year exceeds 1,100, and it is urged that as many members of the profession as are able to assist in this work should do so.

To those serving on the rota it is evidence that they are fulfilling a want much needed by those less fortunate members of the community, and in the greater number of cases the gratitude expressed by those to whom advice is given is in itself sufficient recompense for the labours entailed.

POOR PERSONS PROCEDURE.

During the year 141 applications were received, and 14 were pending at the end of 1934, making 155 altogether. Of these, 84 were granted, 41 refused, 2 transferred to other committees, 13 were otherwise dealt with, and 15 were waiting at the end of the year.

The work is proceeding satisfactorily except for a difficulty in obtaining counsel. The number of applications does not show any decrease, and they mostly relate to matrimonial causes.

Birmingham Law Society.

At the annual meeting of the Birmingham Law Society on the 26th February, it was reported that the present officers of the Society would remain in office for a further period of twelve months. The officers are as follows: President, Mr. F. H. C. Wiltshire; Vice-President, Mr. Stanley Morris; Hon. Secretary and Treasurer, Mr. J. F. Crowder.

University of London Law Society.

Professor A. L. Goodhart, of Oxford University, and editor of the *Law Quarterly Review*, delivered an address on "Why theories of law are important" to the students and members of the University of London Law Society at Gower-street, on 3rd March. After giving a lucid and detailed commentary on the growth and development of law from mediæval days, he passed on to its modern aspects. If it had not been for the lawyer the scientist would have been unable to put his theory into practice by means of big companies and amalgamations, whose creation and existence depended on rules finding expression in commercial law. They relied on the importance of law and recognised the difference between it and arbitrary command. Law had become to be regarded as a positive good, instead of a negative evil. It was a guide to conduct and the framework of civilised society. Law was authoritative and obligatory on the ground of the general good, and only in that spirit could they find law national or international.

Dr. Potter moved a hearty vote of thanks to Professor Goodhart, which was seconded by Professor H. Jolowicz.

The President, Mr. H. Betuel, barrister-at-law, put the vote, which was carried with acclamation.

United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room, on Monday, the 24th February, at 7.45 p.m. Mr. V. Mishcon proposed the motion: "That the family is the bugbear, and not the basis, of modern civilisation." Mr. C. H. Moseley opposed. Messrs. Bell, Everett, Habershon, Hill, McQuown, S. A. Redfern, Smith and Wood-Smith also spoke. After Mr. Mishcon had replied, the motion was put to the House and lost by eight votes. There were sixteen members and two visitors present.

The Hardwicke Society.

A meeting of the Society was held on Friday, 21st February, at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. T. H. Mayers, in the chair. Mr. G. E. Llewellyn Thomas moved: "That it is imperative, in the interests of Society, to extend the existing grounds for Divorce." Mr. C. Roope opposed. There also spoke: Mr. Holford Knight, K.C., Mr. Campbell Prosser, Mr. A. Newman Hall (ex-Pres.), Mr. J. A. Petrie (hon. Treas.), Mr. Fearnehough, Mr. A. P. McNabb and Mr. Grieve. The hon. Mover having replied, the House divided, and the motion was carried by nine votes.

The Solicitors' Managing Clerks' Association.

CHARITABLE GIFTS.

Mr. Justice BENNETT took the chair at a meeting of this Association, held in Gray's Inn Hall on 14th February, and Mr. J. W. BRUNYATE delivered a lecture on "Charitable Gifts," devoting himself mainly to gifts made by will.

The kind of object which equity would regard as a charity, once set out in the Statute of Elizabeth, was now, he said, covered by the judgment in *Commissioners of Income Tax* v. *Pemsel* [1891] A.C. 583. It included the relief of poverty of any kind; the advancement of education; the advancement of religion; and other public purposes beneficial to the community. The relief of poverty covered all kinds of relief: a gift to trustees to pay five shillings each at Christmas to twenty-five men of Dunstable who did not drink beer or ale was clearly good, and if no such men could be found would be applied *cy-près*. "Education" included schools of all kinds, scholarships, lectureships and professorships. Judges had been broad-minded, and had included, for example, the *Shakespeare Memorial Trust* [1923] 2 Ch. 398, set up to act Shakespeare's works for the public; and the maintenance of the Zoological Gardens. In *Re Ropes* [1931] 2 Ch. 136, Farwell, J., had remarked "A ride on an elephant may be educational." Any sort of religion was a charity, even that of the most abstruse sect. "Other purposes beneficial to the community" was a far more difficult head; the charity could benefit a small section of the community, but it had to be a general section, and not a particular one like a single profession. The *General Medical Council* ((1928), 44 T.L.R. 439) a statutory body entrusted with the maintenance of the standard of the medical profession, was not a charity; nor was a private recreation ground. The upkeep of a tombstone was not a charitable object unless the tombstone formed part of a church.

THE *Cy-Près* DOCTRINE.

When a charity in which a fund had been vested became impossible or impracticable to administer further, or where the institution named could not be found but the instrument creating the trust showed a general intention to benefit charity, the court would approve a scheme *cy-près*, under which the fund would be applied to an object as close as possible to that which the testator had apparently intended to benefit. A gift made for the redemption of slaves in the United States of America failed of its object when slavery was abolished; the funds were then applied to the education of freed negroes. In *Attorney-General* v. *The Mayor of Bristol*, 2 J. & W. 294, 319, the income of the trust became in the course of years disproportionately large; in this case the court enlarged an almshouse originally founded to support five men, so that it would support ten men and five women. Schemes could be made by the court, the Charity Commissioners, or, in educational cases, the Board of Education. In *Re Harwood* (not yet reported), a testator had left a gift to the Wisbech Peace Society, the Dublin Peace Society and the Belfast Peace Society. After the testator's death the Wisbech Society had been in existence at the time of the will but had been since wound up, and some of its work had been taken over by the Society of Friends. The Dublin and Belfast societies might possibly have existed many years before the will, but certainly had not existed at the time it was made. The League of Nations Union in Belfast and Dublin had claimed part of the gift. Enquiries had been made of the town clerks of those cities and of the Charitable Organisation Society. Farwell, J., had concluded that the gift to the Wisbech Society failed completely, because there was no general charitable intent and the society had disappeared. In giving gifts to the Dublin and Belfast societies, however, he thought the testatrix had not had any particular societies in mind and had intended either to benefit any peace society there might be in those cities, or perhaps to promote peace generally in those cities. He assented to a scheme under which the League of Nations Union should administer the gift, though their claim had in the first instance failed because they were clearly not the society intended by the testatrix.

Concluding with some practical rules for solicitors advising testators, Mr. Brunyate warned them against such words as "public," "patriotic" and "philanthropic," and bade them stick to the word "charitable." If there was any difficulty about the object of a gift being strictly charitable, he said, an out-and-out gift to charitable purposes should be made first. Institutions should be accurately described. Solicitors in doubt should consult the Treasury Solicitor, for any action which he sanctioned was not likely to lead them into trouble.

Legal Notes and News.

Honours and Appointments.

The King has approved that Mr. CLEMENT EDWARD DAVIES, K.C., M.P., be appointed Parliamentary Charity Commissioner. Mr. Davies was called to the Bar by Lincoln's Inn in 1909 and took silk in 1926.

The Lord Chancellor has appointed Judge RICHARDSON, Judge of County Courts on Circuit 2 (County Durham), as Wreck Commissioner to hold inquiries at Sunderland into the loss of about six British vessels at sea during recent months. The inquiries will probably last two months, during which time Judge Richardson's county court work will be carried on by a deputy Judge to be appointed.

The Board of Trade have appointed, with effect from 1st April, 1936, Mr. LESLIE ARTHUR WEST, Senior Official Receiver in Bankruptcy in Manchester, to be Senior Official Receiver in Bankruptcy attached to the High Court, in the place of Mr. E. Parke.

Mr. JAMES N. STOTHERT, solicitor, of Manchester, has been appointed assistant solicitor to Darlington Corporation. Mr. Stothert was admitted a solicitor in 1933.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

At County Hall, last Tuesday, Lord Snell, Chairman of the London County Council, was presented by the members with his portrait in oils. The portrait is by Mr. Francis Dodd.

The estate offices of Messrs. Hampton & Sons, Estate Agents and Auctioneers, have been removed from 20, St. James'-square to 6, Arlington-street, St. James's-street, S.W.1, as from the 6th March.

Mr. George James Eldridge, who has retired after 43 years' service with the Fulham Borough Council, was for the past 10 years Mayor's secretary and superintendent registrar of births, marriages and deaths.

Lord Sankey, G.B.E., M.A., D.C.L., LL.D., K.C., has been elected chairman of the College Committee of University College, London, in succession to the late Professor Sir John Rose Bradford. Lord Meston, K.C.S.I., LL.D., has been re-elected vice-chairman.

The Creighton Lecture of the University of London entitled "The Road-system of Medieval England," will be given at the London School of Economics, Houghton-street, Aldwych, W.C.2, by Professor F. M. Stenton, F.B.A., Professor of Modern History in the University of Reading, at 5 p.m., on Monday, 9th March. The chair will be taken by Professor Eileen Power, D.Lit., M.A. (Professor of Economic History in the University). The lecture is open to the public. Admission free, without ticket.

At a meeting of Dover Town Council recently, the Honorary Freedom of the Borough was presented to Mr. R. E. Knocker, solicitor, who resigned from the position of Town Clerk last year after twenty-nine years' service. The Mayor (Alderman G. M. Norman) paid tribute to Mr. Knocker's services, and said that he had succeeded his father and grandfather in the position. He had also been joint solicitor and registrar of the Cinque Ports, and was a Baron of the Cinque Ports at the time of the Coronation in 1911. He had also been responsible for the installation of three Lords Warden. Mr. Knocker was admitted a solicitor in 1893.

A meeting was held on Wednesday, 26th February, of the members of the Committee appointed by the Board of Trade to consider and report whether any, and if so what, changes in the existing law relating to the carrying on of the business of insurance are desirable in the light of statutory provisions relating to compulsory insurance against third party risks and by employers against liability to their workmen. Evidence was given on behalf of the Board of Trade by the Comptroller of the Companies Department. When the evidence of the other interested Government Departments has been heard, the proofs and minutes of evidence of these Departments will be printed and placed on sale by His Majesty's Stationery Office. The evidence of other witnesses will be made public in the same way in due course. Persons desiring to communicate with the Committee should write to the Secretary to the Committee on Compulsory Insurance, at the Board of Trade, Great George Street, Westminster, S.W.1.

The Lord Chancellor has appointed the following committees in pursuance of the recommendations of the Royal Commission on the Dispatch of Business at Common Law:

(1) Mr. Justice Finlay (chairman), Sir George Etherton, Mr. Morgan Jones, M.P., Mr. N. L. C. Macaskie, K.C., Mr. W. A. Reid, M.P., Sir Claud Schuster, K.C., and Mr. F. J. Tucker, K.C., to review the present distribution of Assize facilities, and report whether, due regard being paid to the recommendation of the Peel Commission that the county should be retained as the judicial unit, any further town should be added to those which are already visited, or any town at present visited should be omitted.

(2) Sir Archibald Bodkin, Mr. Justice Humphreys, Sir Edward Atkinson, Sir Henry Curtis-Bennett, K.C., Mr. O. F. Dowson, Mr. P. E. Longmore, Sir Kenneth Murchison, Mr. R. A. Willes to consider and report what functions, not at present within the jurisdiction of Courts of Quarter Sessions, should be included in that jurisdiction—(*a*) in existing circumstances; (*b*) if and when it is enacted that all chairmen of Quarter Sessions shall be legally qualified—due regard being had to the recommendation in paragraph 215 and appendix II of the report of the Peel Commission.

(3) Mr. Justice Atkinson (chairman), Mr. E. Goddard, Mr. A. J. Irvine, Sir Claud Schuster, K.C., Mr. W. R. L. Trickett, to consider the technical and administrative problems involved in the establishment of a system for taking an official shorthand note in the Supreme Court, and to report in what manner they can best be solved.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT I.	GROUP I. MR. JUSTICE EVE. Witness Part II.	MR. JUSTICE BENNETT. Non-Witness
	Mr.	Mr.	Mr.	Mr.
Mar. 9	Ritchie	Hicks Beach	*Ritchie	More
,, 10	Blaker	Andrews	Andrews	Ritchie
,, 11	More	Jones	*More	Andrews
,, 12	Hicks Beach	Ritchie	Ritchie	More
,, 13	Andrews	Blaker	*Andrews	Ritchie
,, 14	Jones	More	More	Andrews

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Mar. 9	*Andrews	*Blaker	Jones	Hicks Beach
,, 10	*More	*Jones	Hicks Beach	*Blaker
,, 11	*Ritchie	*Hicks Beach	Blaker	Jones
,, 12	Andrews	*Blaker	Jones	*Hicks Beach
,, 13	*More	Jones	Hicks Beach	Blaker
,, 14	Ritchie	Hicks Beach	Blaker	Jones

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 19th March, 1936.

	Div. Months.	Middle Price 4 Mar. 1936.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115½	3 9 3	2 19 10
Consols 2½%	JAJO	85½xd	2 18 8	—
War Loan 3½% 1952 or after	JD	107	3 5 5	2 19 5
Funding 4% Loan 1960-90	MN	118¾	3 7 4	2 18 0
Funding 3% Loan 1959-69	AO	104½	2 17 5	2 14 9
Victory 4% Loan Av. life 23 years	MS	115½	3 9 3	3 1 1
Conversion 5% Loan 1944-64	MN	121	4 2 8	1 18 8
Conversion 4½% Loan 1940-44	JJ	111½	4 0 9	2 4 8
Conversion 3½% Loan 1961 or after	AO	107¼	3 5 3	3 1 7
Conversion 3% Loan 1948-53	MS	105	2 17 2	2 10 3
Conversion 2½% Loan 1944-49	AO	101⅜	2 9 4	2 6 1
Local Loans 3% Stock 1912 or after	JAJO	96¼xd	3 2 4	—
Bank Stock	AO	379½	3 3 3	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	87	3 3 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96	3 2 6	—
India 4½% 1950-55	MN	117	3 16 11	3 0 0
India 3½% 1931 or after	JAJO	98½xd	3 11 1	—
India 3% 1948 or after	JAJO	85½xd	3 10 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118½	3 15 11	3 8 9
Sudan 4% 1974 Red. in part after 1950	MN	115½	3 9 3	2 14 7
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 4
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	110	4 1 10	2 13 5
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	110	3 12 9	3 5 8
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	104	3 12 1	3 7 4
Canada 4% 1953-58	MS	112	3 11 5	3 1 7
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	101xd	2 19 5	2 17 6
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	109	3 4 3	2 16 6
*Victoria 3½% 1929-49	AO	100xd	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	98	3 1 3	—
*Croydon 3% 1940-60	AO	100xd	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	108	3 4 10	2 17 10
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	106xd	3 6 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96	3 2 6	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100½	2 9 9	—
Metropolitan Water Board 3% "A" 1963-2003	AO	98xd	3 1 3	3 1 5
Do. do. 3% "B" 1934-2003	MS	97½	3 1 6	3 1 8
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 5
†Middlesex County Council 4% 1952-72	MN	115	3 9 7	2 17 6
† Do. do. 4½% 1950-70	MN	118	3 16 3	2 19 10
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106	3 6 0	3 3 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	140½	3 11 2	—
Gt. Western Rly. 5% Rent Charge	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	132½	3 15 6	—
Gt. Western Rly. 5% Preference	MA	120½	4 3 0	—
Southern Rly. 4% Debenture	JJ	115	3 9 7	—
†Southern Rly. 4% Red. Deb. 1962-67	JJ	115½	3 9 3	3 2 4
Southern Rly. 5% Guaranteed	MA	132½	3 15 6	—
Southern Rly. 5% Preference	MA	120½	4 3 0	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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Printed in Great Britain by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., 102-107, Fetter Lane, London, E.C 4, and Published at 29-31, Breams Buildings, London, E.C.4 (Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, 7th March, 1936.